

County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

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MICHAEL D. ANTONOVICH
Fifth District

May 29, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**RECOMMENDATION TO RENEW THE
GAIN VOCATIONAL INTERMEDIARY AND DIRECT SERVICES AGREEMENT
(ALL DISTRICTS - 3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director of the Department of Public Social Services (DPSS) to renew the Agreement, substantially similar to the enclosed agreement, with the City of Hawthorne for the provision of GAIN Vocational Intermediary and Direct Services to Welfare-to-Work (WtW) participants, effective July 1, 2007 through June 30, 2010 at an estimated three-year cost of \$24,283,082 funded by CalWORKs Single Allocation.
2. Delegate authority to the Director of DPSS or his designee to prepare and sign amendments to the Agreement, for any cumulative increase or decrease of no more than 20 percent of the original Agreement amount when the change is necessitated by additional and necessary services that are required for the contractor to comply with changes in Federal, State, or County requirements. The approval of County Counsel and the Chief Administrative Office (CAO) will be obtained prior to executing such amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the recommendation will allow DPSS to continue the seamless delivery of services to WtW participants offered in the current Agreement, which expires on June 30, 2007. The City of Hawthorne under the GAIN Vocational Intermediary and Direct Services Agreement will continue to develop and maintain service provider directories accessed by GAIN Services Workers to refer WtW participants for vocational/academic training, work experience and supportive services. Also, the City of Hawthorne will continue to provide intermediary services to administer subcontracted non-salaried work experience and Transitional Subsidized Employment (TSE) in order to assist WtW participants to secure unsubsidized career-ladder employment that will lead to self-sufficiency.

On March 4, 2003, the Board approved the implementation plan for the TSE program, which provides participants with paid work experience (PWE), on-the-job training (OJT) and vocational classroom training. On February 27, 2007, the Board expanded TSE to include work study to enable participants, enrolled in community colleges, to gain a minimum of 20 hours weekly of PWE in a public setting related to their course of study. The community colleges fund 75 percent of student wages and DPSS, utilizing CalWORKs Single Allocation, funds the remaining 25 percent and costs for payroll services. Since the program's inception, 2,935 participants have been enrolled in TSE, 2,147 (73%) have completed the program of whom 1,354 (63%) were placed into unsubsidized employment.

In an effort to provide PWE to a greater number of participants, TSE will be expanded to include Tier 1 and Tier 2 subsidized employment. Tier 1 subsidized employment consists of PWE, which targets, but is not exclusively for, specialized subpopulations such as the homeless, those that are limited English proficient (LEP), participants receiving specialized supportive services (mental health, substance abuse and domestic violence), and peer mentoring students. The City of Hawthorne as the employer of record provides payroll services.

Tier 2 subsidized employment consists of participants in PWE, OJT and/or vocational classroom training. One Stop Career Centers provide participants with co-case management, referral, job development, placement, and retention services. The homeless, LEP and specialized supportive services subpopulations are identified for tracking purposes and are assigned to a PWE activity. The hourly wage for PWE under both tiers is the California minimum wage, which is currently \$7.50 per hour and will be \$8 per hour effective January 1, 2008.

The enrollment projections for FY 07-08 are 614 for work study, 508 for Tier 1 and 678 for Tier 2. In contrast, the projected enrollment figures for FY 06-07 are 350 for work study and 662 for TSE. Therefore, TSE enrollment is projected to increase from 1,012 for FY 06-07 to 1,800 for FY 07-08.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the Countywide Strategic Plan Goal #3: Organizational Effectiveness, to ensure that service delivery systems are efficient, effective and goal-oriented; and Goal #5: Children and Families' Well-Being, to improve the well-being of children and families in Los Angeles County as measured by the achievements in the five outcome areas adopted by the Board: good health; economic well-being; safety and survival; social and emotional well-being; and educational/workforce readiness.

FISCAL IMPACT/FINANCING

The maximum amount for the three-year renewal of the GAIN Vocational Intermediary and Direct Services Agreement is \$24,283,082 funded through CalWORKs Single Allocation. There is no additional net County cost impact after the required CalWORKs Maintenance of Effort is met. The amount of \$8,038,795 for FY 07-08 is included in the Department's FY 07-08 Proposed Budget. Funding for future fiscal years will be included in the Department's budget requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The CAO has approved this letter. County Counsel has approved the enclosed agreement as to form.

The award of this Agreement will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State and County regulations.

CONTRACTING PROCESS

The California Department of Social Services Purchase of Service Regulations state that contracts may be negotiated without formal advertising for any service rendered by a local government agency, public university, public college or other public educational institution.

The Honorable Board of Supervisors
May 29, 2007
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IMPACT ON CURRENT SERVICES

The recommended action will not infringe on the role of the County in relationship to its residents and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

CONCLUSION

The Executive Officer, Board of Supervisors, is requested to return one adopted, stamped Board letter to the Director of DPSS.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "P. L. Browning", is written above the printed name.

Philip L. Browning, Director

PB:ko

Enclosure

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

DEPARTMENT OF PUBLIC SOCIAL SERVICES



GAIN VOCATIONAL INTERMEDIARY AND DIRECT SERVICES AGREEMENT

BY AND BETWEEN

**COUNTY OF LOS ANGELES
AND
CITY OF HAWTHORNE**

Prepared by
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, California 91746-3411

July 1, 2007

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**AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF HAWTHORNE
FOR
GAIN VOCATIONAL INTERMEDIARY AND DIRECT SERVICES**

This Agreement is entered into this _____ day of _____ 2007 by and between City of Hawthorne, on behalf of the South Bay Workforce Investment Board, hereinafter referred to as CONTRACTOR and the County of Los Angeles, hereinafter referred to as COUNTY to act as the intermediary for GAIN Vocational Services.

WHEREAS, CONTRACTOR is a local government agency and is qualified to provide the Greater Avenues for Independence (GAIN) Program Vocational Education and Training Services as set forth hereunder and warrants that it possesses the competence, expertise and personnel necessary to provide such services; and

WHEREAS, COUNTY finds it necessary to secure such professional services; and

WHEREAS, COUNTY has determined that it is feasible to obtain such services by this Agreement; and

WHEREAS, CONTRACTOR has agreed to provide COUNTY with such services and based upon non-competitive negotiation under the Title 45 Code of Federal Regulation, Part 74 (Administration of Grants) and State of California Department of Social Services regulations Chapter 23-650, CONTRACTOR has been selected for recommendation for award of this Agreement; and

WHEREAS, this Agreement is further authorized by California Government Code Section 26227 and Welfare and Institutions Code Section 11320 et seq.

NOW, THEREFORE, the parties hereto agree as follows:

I. APPLICABLE DOCUMENTS

- 1.0 Attachments A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, and R as set forth below, are attached to and form a part of this Agreement.
- 2.0 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the Agreement and Attachments or between Attachments, said conflict or inconsistency shall be resolved by giving precedence first to this Agreement, and then to the Attachments according to the following priority:

Attachment A	Statement of Work and Technical Exhibits
Attachment B	CONTRACTOR's Budget
Attachment C	CONTRACTOR's Monthly Invoice
Attachment D	CONTRACTOR's Quarterly Reconciliation Invoice
Attachment E	COUNTY's Administration
Attachment F	CONTRACTOR's Administration

Attachment G	Contractor Employee Acknowledgment and Confidentiality Agreement
Attachment H	Contractor Employee Jury Service
Attachment I	Invitation for Bid/Request for Proposals/Grounds for Rejection
Attachment J	Contractor's Equal Employment Opportunity (EEO) Certification
Attachment K	Bidder's/Offeror's Nondiscrimination in Services Certification
Attachment L	Civil Rights Resolution Agreement Requirements
Attachment M	Internal Revenue Service Earned Income Credit Notice
Attachment N	Safely Surrendered Baby Law
Attachment O	Charitable Contributions Certification
Attachment P	Attestation of Willingness to Consider GAIN/GROW Participants
Attachment Q	Certification of No Conflict of Interest
Attachment R	Contractor Non-Employee Acknowledgement and Confidentiality Agreement

- 3.0 This Agreement and the Attachments attached hereto constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

II. TERM OF AGREEMENT

- 1.0 The term of the Agreement will commence effective July 1, 2007, whichever is later, and shall expire on June 30, 2010.
- 2.0 Subject to the provisions of Section VIII, Subsection 53.0, Termination for Convenience of COUNTY, in the event of termination of this Agreement, CONTRACTOR shall, upon receipt of notice of termination:
- 2.1 Immediately eliminate all new costs and expenses under this Agreement. In addition, CONTRACTOR shall immediately minimize all other costs and expenses under this Agreement. CONTRACTOR shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination and prior to termination date.
- 2.2 Promptly report to COUNTY in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.
- 3.0 If COUNTY terminates the Agreement for: convenience, non-appropriation of funds, default of CONTRACTOR, substandard performance of CONTRACTOR, improper consideration given/offered to COUNTY with respect to the award of this Agreement, or breach of warranty to maintain compliance with the COUNTY's Child Support Compliance Program, the

CONTRACTOR shall, upon receipt of notice of termination, comply with the terms stated in 2.1 and 2.2 above

- 4.0 CONTRACTOR shall notify DPSS when this Agreement is within six months from the expiration of the term as provided for herein above. Upon occurrence of this event, CONTRACTOR shall send written notification to DPSS at the address herein:

Department of Public Social Services
Contract Services Division
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746-3411

Attention: Kenyatta Ortega, County Contract Administrator

III. INTERPRETATION

The Department of Public and Social Services is responsible for providing social services and financial assistance to eligible persons in Los Angeles County. The Agreement shall be interpreted in accordance with the laws of the State of California.

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

1.0 Actual Costs

Amounts determined on the basis of costs incurred, as distinguished from forecasted costs. Actual costs include standard costs properly adjusted for applicable variances.

2.0 Board of Supervisors

The Board of Supervisors is the governing body for the County of Los Angeles.

3.0 Budget

The document that details CONTRACTOR's costs for providing services and is included in the Agreement. Included in the Budget are the following:

3.1 Direct Costs - Payroll Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Agreement), Supplies, Applicable Taxes and other (specified).

3.2 Indirect Costs - General Accounting/Bookkeeping, Management Overhead and other (specified).

3.3 Total Cost for GAIN Vocational Services - The total of Direct and

Indirect Costs.

4.0 **Contract Manager**

The individual designated by CONTRACTOR to administer the Agreement operations after Agreement award.

5.0 **Contractor**

The sole proprietor, partnership, corporation, or government entity that has entered into a contract with COUNTY to perform or execute the work covered by this Agreement, including the Statement of Work.

6.0 **County Contract Administrator (CCA)**

The individual designated by COUNTY who monitors CONTRACTOR's performance in the daily operation of the contract. The CCA provides direction to CONTRACTOR in the areas relating to policy, information requirements and procedural requirements.

7.0 **Days**

Monday through Friday excluding holidays and weekends.

8.0 **Department of Public Social Services (DPSS)**

COUNTY Department that is responsible for providing social and financial services to eligible persons in Los Angeles County.

9.0 **Director**

The Director of the Department of Public Social Services, County of Los Angeles, or his authorized representative(s).

10. **Fiscal Year**

Runs June 1 of the prior year to July 30 of the next year.

Section 2.0, Statement of Work contains additional terms/definitions as they apply to the Statement of Work.

IV. MAXIMUM AGREEMENT AMOUNT

1.0 The total maximum amount for this Agreement is \$24,283,082 for the three-year period, conditioned upon the availability of funding. The maximum Agreement amount for each fiscal year shall be as follows:

1.1 Fiscal Year 2007-08 \$8,038,795

1.1.1 Transitional Subsidized Employment (TSE) is \$6 million for FY 2007-08 which is included in the total amount in 1.1 referenced above.

1.1.2 Work Study is \$1 million for FY 2007-08 which is included in

the total amount in 1.1 referenced above.

1.1.3 GAIN Vocational Services is \$1,038,795 for FY 2007-08 which is included in the total amount in 1.1 referenced above.

1.2 Fiscal Year 2008-09 \$8,093,271

1.2.1 Transitional Subsidized Employment is \$6 million for FY 2008-09 which is included in the total amount in 1.2 referenced above.

1.2.2 Work Study is \$1 million for FY 2008-09 which is included in the total amount in 1.2 referenced above.

1.2.3 GAIN Vocational Services is \$1,093,271 for FY 2008-09 included in the total amount in 1.2 referenced above.

1.3 Fiscal Year 2009-10 \$8,151,016

1.3.1 Transitional Subsidized Employment is \$6 million for FY 2009-10 which is included in the total amount in 1.3 referenced above

1.3.2 Work Study is \$1 million for FY 2009-10 which is included in the total amount in 1.3 referenced above

1.3.3 GAIN Vocational Services is \$1,151,016 for FY 2009-10 which is included in the total amount in 1.3 referenced above

COUNTY shall not be liable in any event for payment in excess of this maximum amount.

CONTRACTOR shall not exceed each year's annual budgeted amount and shall not roll-over unspent money to the following fiscal year

2.0 CONTRACTOR shall not be paid for any Agreement expenditures that exceed the maximum Agreement amount and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures that exceed the maximum Agreement amount. Any expenditure that exceeds the maximum Agreement amount shall become the fiscal responsibility of CONTRACTOR.

V. COMPENSATION

1.0 COUNTY and CONTRACTOR agree that this is a cost reimbursable contract. During the term of this Agreement, COUNTY shall compensate CONTRACTOR for services provided for in this Agreement, including, but not limited to, Attachment A, the Statement of Work and Technical Exhibits. In consideration of the performance foregoing in a satisfactory manner,

COUNTY agrees to pay an amount not more than the monthly amount in accordance with Subsection 1.1 hereunder, to CONTRACTOR to cover the costs associated with GAIN Vocational Direct and Intermediary services.

1.1 Direct and Intermediary

In accordance with Attachment B, Contractor's Budget, CONTRACTOR agrees to prepare and submit a monthly invoice for operational/administrative costs as follows:

For FY 2007- 08, the monthly invoiced amount for all services, excluding TSE and Work Study, is \$86,566.25.

For FY 2008- 09, the monthly invoiced amount for all services, excluding TSE and Work Study, is \$91,105.91.

For FY 2009-10, the monthly invoiced amount for all services, excluding TSE and Work Study, is \$95,918.07.

- 2.0 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Agreement. Upon occurrence of this event, CONTRACTOR shall send written notification to DPSS at the address herein:

Department of Public Social Services
Contract Management Division
Attention: Kenyatta Ortega, County Contract Administrator
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746-3411

- 3.0 This Agreement is valid and enforceable only if sufficient funds are made available by the State Budget Act of the applicable fiscal year for the purposes of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations or conditions enacted by the Legislature, which affect the provisions, terms, or funding of this Agreement in any manner.
- 4.0 COUNTY's obligation is payable only and solely from funds appropriated for this purpose.
- 5.0 COUNTY may directly compensate Work Experience (WEX), Transitional Subsidized Employment/Paid Work Experience (TSE/PWE) and any future subcontractors for allowable net costs incurred by subcontractor in performing services funded by GAIN hereunder, pursuant to the subcontracts for WEX and TSE/PWE not to exceed the maximum amount as specified in Section IV., Maximum Agreement Amount. However, to the greatest extent possible, nonfinancial subcontracts shall be pursued first.
- 6.0 CONTRACTOR/subcontractor certifies that the services being provided

would not otherwise be available to participants free of charge in the absence of available GAIN funding.

- 7.0 CONTRACTOR shall establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards. CONTRACTOR should maintain their accounting system on an accrual basis of accounting.

VI. INVOICES AND PAYMENTS

- 1.0 Payment shall be made monthly in arrears for services performed, provided that CONTRACTOR is not in default under any provision of this Agreement, and has submitted a complete and accurate invoice statement of payment due. Monthly TSE invoices are **due by the fifteenth (15th)** after the end of the month in which services were provided, or payment may be delayed. CONTRACTOR shall invoice actual costs each month for administrative costs associated with TSE.
- 2.0 CONTRACTOR shall prepare a monthly invoice in a format similar to Attachment C, Contractor's Invoice. CONTRACTOR shall attach a report of CONTRACTOR's employee time spent on each GAIN activity to the CONTRACTOR Monthly Operational/Administrative Costs Invoice. Failure to submit timely and accurate monthly invoices will result in a contract discrepancy and a delay in payment. It is the responsibility of the CONTRACTOR to reconcile or correct inaccuracies or inconsistencies in the invoices submitted and notify the COUNTY of any overpayments
- 3.0 All **non-TSE** monthly invoices shall be the original invoices along with the Monthly Management Report, due the last day of the month for the prior month services, and sent to:

Department of Public Social Services
Contract Management Division
Attention: Kenyatta Ortega, County Contract Administrator
12900 Crossroads Parkway South
City of Industry, California 91746

- 4.0 Upon COUNTY's review and approval of accurate invoices, COUNTY shall authorize payment and process the approved invoice for operational/administrative costs (refer to Attachment C).
- 5.0 Quarterly Reconciliation Invoice for Non-TSE
 - 5.1 CONTRACTOR shall submit a Quarterly Reconciliation invoice reflecting actual operational/administrative expenditures by the end of the month after the end of each reconciliation period as follows: on **October 31**, for the July through September period; on **January 31**, for the October through December period; on **April 30**, for the January

through March period; and on **July 31**, for the April through June period.

5.2 CONTRACTOR shall use the Reconciliation Invoice format, Attachment D, CONTRACTOR's Quarterly Reconciliation Invoice, hereunder. The invoice shall include all operational/administrative expenditures, supported by detailed (line item) documentation in accordance with Attachment B, Contractor's Budget.

5.2.1 Administrative and support services costs shall be separately identified.

5.2.2 Personnel costs shall be itemized by pay classification.

5.2.3 One-time only costs shall be clearly identified.

5.2.4 Any prorated costs shall be clearly identified.

5.3 Upon COUNTY's request, CONTRACTOR shall provide detailed documentation for all undercharges/overcharges claimed on the reconciliation invoice. If monthly payments differ from actual cost expenditures reported, COUNTY shall adjust future payment(s) to correct the under/overpayment. In no event shall COUNTY's maximum obligation under this Agreement exceed the funds appropriated by COUNTY for the purpose of this Agreement.

6.0 COUNTY may delay the last payment due hereunder until six months after the termination of the Agreement. CONTRACTOR shall be liable for payment on thirty days written notice of any offset authorized by the Agreement not deducted from any payment made by COUNTY to CONTRACTOR.

7.0 As this Agreement is awarded to a public agency, the Contract payment will be subject to cost reimbursement requirements.

8.0 Prior to receiving final payment hereunder, CONTRACTOR shall submit a signed, written release discharging COUNTY, its officers and employees, from all liabilities, obligations and claims arising out of CONTRACTOR's performance, under the Agreement, except for any claims specifically described in detail in such release.

9.0 COUNTY shall have no requirement for payment other than as set forth in this Agreement.

10. CONTRACTOR shall advise COUNTY in writing of any substantive deviations or reallocation of line item costs from CONTRACTOR's Budget. CONTRACTOR may, with COUNTY's approval, reallocate funds among each of the major cost categories listed in Attachment B, CONTRACTOR's Budget, to a maximum of 15 percent of each part, not to exceed the total

Agreement amount. Reallocation of funds by CONTRACTOR by more than 15 percent between the major cost categories requires written approval of the Director of the Department of Public Social Services. In any event, such reallocations shall not result in any increase in the Maximum Agreement Amount.

11. CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Agreement. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Agreement shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Agreement.
12. Funds paid pursuant to this Agreement shall be used exclusively for services funded under this Agreement and shall not be commingled with any other monies of CONTRACTOR.
13. In the event of allegations of fraud or abuse, COUNTY reserves the right to withhold ten percent (10%) of the contract amount or the amount of the final request for payment, whichever is greater, on a completed program until a determination is issued in writing by the County Program Manager that withheld funds should be released to CONTRACTOR. Such written determination shall not supersede or replace the final report.
14. COUNTY may withhold payments if CONTRACTOR has failed to refund unexpended funds or funds spent for disallowed costs relating to any DPSS contract that CONTRACTOR has with COUNTY. COUNTY shall require CONTRACTOR to pay and CONTRACTOR agrees to pay the full amount of CONTRACTOR liability to COUNTY or the State for such audit exceptions as were caused by CONTRACTOR, upon demand by COUNTY at any time after completion of the grievance procedures at CONTRACTOR level. COUNTY shall notify CONTRACTOR of any disallowed costs.

VII. ADMINISTRATION OF AGREEMENT - COUNTY

COUNTY personnel referenced in this section are designated in Attachment E of this Agreement, COUNTY Administration. COUNTY shall notify CONTRACTOR in writing of any change in the names or addresses shown.

1.0 COUNTY's Contract Administrator (CCA)

The CCA is responsible for overseeing the day-to-day administration of this Agreement. The responsibilities of the CCA include:

- Ensuring that the objectives of this Agreement are met;
- Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements;
- Meeting with CONTRACTOR's Contract Manager on an as needed basis;
- Monitoring any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR; and
- Informing the CONTRACTOR of the name, address and telephone number of the CCA, in writing, at the time the Agreement is awarded, and at any time thereafter a change of CCA is made.

COUNTY's CCA is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate COUNTY in any respect whatsoever.

VIII. ADMINISTRATION OF AGREEMENT - CONTRACTOR

1.0 CONTRACTOR's Contract Manager

- 1.1 CONTRACTOR's Contract Manager must have a bachelor's degree in related field (e.g., social work, public administration, psychology, etc.) with two years experience in the performance of case management services, or services substantially similar to the service required in this Agreement, **or** have a minimum three years of case management experience, or experience substantially similar to these services. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of CONTRACTOR's Contract Manager.
- 1.2 CONTRACTOR's Contract Manager shall be responsible for CONTRACTOR's day-to-day activities as related to this Agreement and shall coordinate with CCA on a regular basis.

1.3 CONTRACTOR's Contract Manager shall be responsible for activities described in Exhibit A to this Agreement, Statement of Work, Section 5.0 Specific Tasks.

1.4 In addition, CONTRACTOR is required to submit annually the documentation of its legal identity .

2.0 Approval of CONTRACTOR's Staff

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Contract Manager.

3.0 Contractor's Certification of Bilingual Staff

CONTRACTOR shall provide adequate bilingual staff to provide the necessary services under this Agreement. CONTRACTOR must have a certification process in place to ensure that bilingual staff is proficient in oral and/or written communication in English and in the specific non-English language(s). Upon request, CONTRACTOR shall provide COUNTY with standards/process used to certify proficiency of bilingual staff.

4.0 Other CONTRACTOR Personnel

3.1 CONTRACTOR shall ensure compliance with all items listed in Attachment A to this Agreement, Statement of Work, Section 5.0.

3.2 CONTRACTOR shall provide supervisory, administrative and direct services personnel to accomplish the services required under this Agreement.

5.0 CONTRACTOR's Staff Identification

4.1 CONTRACTOR shall furnish and require every on-duty employee to wear a visible photo identification badge, identifying employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is on duty.

6.0 Background and Security Investigations

6.1 All CONTRACTOR staff performing work under this Agreement shall undergo and pass, to the satisfaction of COUNTY, a background investigation as a condition of beginning and continuing to work under this Agreement. COUNTY shall use its discretion in determining the method of background clearance to be used, which may include, but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of CONTRACTOR,

regardless if CONTRACTOR's staff passes or fails the background clearance investigation.

- 6.2 COUNTY may request that CONTRACTOR's staff be immediately removed from working on the COUNTY Agreement at any time during the term of the Agreement. COUNTY will not provide to CONTRACTOR nor to CONTRACTOR's staff any information obtained through COUNTY conducted background clearance.
- 6.3 COUNTY may immediately deny or terminate facility access to CONTRACTOR's staff that do not pass such investigation(s) to the satisfaction of COUNTY, whose background or conduct is incompatible with COUNTY facility access, at the sole discretion of COUNTY.
- 6.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this Subsection 6.0, shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

IX. FURTHER TERMS AND CONDITIONS

1.0 Assignment and Delegation

- 1.1 CONTRACTOR shall not assign its rights or delegate its duties under this Agreement, or both, either in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this section, COUNTY consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under the Agreement shall be deductible, at COUNTY's sole discretion, against the claims which CONTRACTOR may have against COUNTY.
- 1.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring prior written consent of COUNTY in accordance with applicable provisions of this Agreement.
- 1.3 Any assumption, assignment, delegation, or takeover of any of CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

2.0 Authorization Warranty

CONTRACTOR represents and warrants that the person executing this Agreement for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition, and obligation of this Agreement and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

3.0 Budget Reductions

In the event that COUNTY's Board of Supervisors adopts, in any Fiscal Year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, the COUNTY reserves the right to reduce its payment obligation correspondingly for that Fiscal Year and any subsequent Fiscal Year during the term of the Agreement (including any extensions), and the services to be provided by CONTRACTOR under the Agreement shall be reduced correspondingly. COUNTY's notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty calendar days of the Board's approval of such actions, except as set forth in the preceding sentence. CONTRACTOR shall continue to provide all of the services set forth in this Agreement.

4.0 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions (45 C.F.R. part 76)

CONTRACTOR hereby acknowledges that COUNTY is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts.

By executing this Agreement, CONTRACTOR certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further by executing this Agreement, CONTRACTOR certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. CONTRACTOR shall immediately notify COUNTY in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of CONTRACTOR to comply with this provision shall constitute a material breach of this Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

5.0 Changes and Amendments of Terms

COUNTY reserves the right to change, through negotiation, any portion of the work required under the Agreement, or amend such other terms and conditions which may become necessary. Any such revision shall be accomplished in the following manner:

- 5.1 The County reserves the right to initiate Change Notices that do not affect the scope of work, term, Agreement amount, payments, or any other material term or condition included under this Agreement, a Change Notice shall be prepared and signed by the County Contract Administrator and CONTRACTOR's Contract Manager. Such changes shall be accomplished with an executed Change Notice signed by the County Contract Administrator and CONTRACTOR's Contract Manager.
- 5.2 For any revision which materially affects the scope of work or any term and condition included in the Agreement, a negotiated amendment to the Agreement shall be executed by the County Board of Supervisors and CONTRACTOR *except* as provided in 5.3, herein below.
- 5.3 The DPSS Director may prepare and sign *amendments* to the Agreement without further action by the County Board of Supervisors under the following conditions:
 - 5.3.1 Amendments shall be in compliance with applicable County, State and Federal regulations.
 - 5.3.2 The amendment is for a decrease in the Agreement costs, or the amendment is for an increase of no more than 20% of the total original Agreement amount, and is necessitated by additional and necessary services that are required for CONTRACTOR to comply with changes in Federal, State, or COUNTY requirements.
 - 5.3.3 The County Board of Supervisors has appropriated sufficient funds in the Department of Public Social Services budget.
 - 5.3.4 The Department of Public Social Services shall obtain the approval of County Counsel or his designee for an amendment to this Agreement.
 - 5.3.5 Director will file a copy of all amendments with the Executive Office of the County Board of Supervisors and Chief Administrative Office within fifteen days after execution of each amendment.
 - 5.3.6 County Contract Administrator shall provide a copy of all amendments filed to CONTRACTOR within fifteen days after execution of each amendment.

- 5.4 The County Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. COUNTY reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an amendment to the Agreement shall be prepared and executed by CONTRACTOR and by COUNTY.

6.0 Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Attachment O, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

7.0 Child Abuse/Elder Abuse Reporting/Fraud Reporting

- 7.1 CONTRACTOR staff working on this Agreement shall comply with *California Penal Code* (hereinafter "*PC*") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within twenty-four hours and shall submit all required information, in accordance with the PC Sections 11166 and 11167.
- 7.2 CONTRACTOR staff working on this Agreement shall comply with *California Welfare and Institutions Code (WIC)*, *Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. CONTRACTOR staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.
- 7.3 CONTRACTOR staff working on this Agreement shall also immediately report all suspected or actual welfare fraud situations to COUNTY.

8.0 Collective Bargaining Contract

To comply with California Department of Social Services Regulations, Section 23-610 (c) (22), CONTRACTOR agrees to provide to COUNTY, upon request, a copy of any collective bargaining contract covering employees providing services under the Agreement.

9.0 Complaints

CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Within fifteen business days after Agreement effective date, CONTRACTOR shall provide COUNTY with CONTRACTOR's written policy for receiving, investigating and responding to user complaints

- 9.1 COUNTY will review CONTRACTOR's policy and provide CONTRACTOR with approval of said plan or with requested changes.
- 9.2 If the County Contract Administrator (CCA) requests changes in CONTRACTOR's policy, CONTRACTOR shall make such changes and resubmit the plan within five business days.
- 9.3 If, at any time, CONTRACTOR wishes to change CONTRACTOR's policy, CONTRACTOR shall submit proposed changes to COUNTY for approval before implementation.
- 9.4 CONTRACTOR shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five business days of receiving the complaint. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 9.5 Copies of all written responses shall be sent to the CCA within three business days of mailing to the complainant.

10.0 Completion of Agreement

If CONTRACTOR is to turn over its current operation to another vendor upon expiration or termination of the Agreement, for up to three months prior to the expiration of this Agreement, CONTRACTOR shall provide the consulting services of the Contract Manager for orientation to ensure a smooth transition from CONTRACTOR-provided services to COUNTY or another vendor, without additional costs to COUNTY. CONTRACTOR shall make reasonable provisions for inspection and observation of work procedures of CONTRACTOR personnel during the transition period. In addition, CONTRACTOR shall explain and return to COUNTY, as requested all staffing reports and related documents. Prior to the expiration or termination of the Agreement, CONTRACTOR shall continue to process work timely and accurately so that the operation is current at the time of expiration or

termination of the Agreement.

If CONTRACTOR fails to adhere to the above work and standards, COUNTY shall have the right to withhold up to 100 percent of the last two months' payments owed to CONTRACTOR.

11.0 Compliance with Applicable Laws

11.1 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

1. *California Welfare & Institutions Code*
2. *California Department of Social Services (CDSS) Manual of Policies and Procedures*
3. *California Department of Social Services Regulation Section*
4. *Social Security Act*
5. State Energy and Efficiency Plan [Title 24, California Administrative Code]
6. Clean Air Act (Section 306, 42USC 1857 (h))
7. Clean Water Act (Section 508, 33USC 1368)
8. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)
9. Equal Employment Opportunity (EEO) [Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60]
10. Cost Principals for State, Local Governments, OMB Circular A-87
11. Cost Principals for Non-Profit Organizations, OMB Circular A-122
12. Audits of State, Local Governments, and Non-Profit Organizations, OMB Circular A-133

11.2 CONTRACTOR shall maintain all licenses required to perform the Agreement. CONTRACTOR shall indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of CONTRACTOR of such laws, rules, regulations, ordinances, directives, provisions, licenses, and permits, including but not limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination

12.0 Compliance with Civil Rights Laws

CONTRACTOR shall abide by the provisions of *Title VI* and *Title VII* of the *Federal Civil Rights Act of 1964*, *Section 504* of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, the *Americans with Disabilities Act of 1990*, *WIC Section 10000*, *California Department of Social Services Manual of Policies and Procedures, Division 21*, and other applicable Federal and State laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement, CONTRACTOR shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age or disability. CONTRACTOR shall sign and adhere to Attachment K “Contractor’s Nondiscrimination In Services Certification” and Attachment J “Equal Employment Opportunity Certification”, hereunder.

In addition, a Resolution Agreement between the Department of Public Social Services (DPSS) and the Federal Office for Civil Rights, Department of Health and Human Services, described herein, and as directed by DPSS, requires additional Civil Rights actions by DPSS in providing services to the public through contracts for all CalWORKs/TANF funded contracts and MOUs. CONTRACTOR shall comply with the terms of the Resolution Agreement, including but not limited to those described in Attachment L herein as directed by DPSS.

13.0 Compliance with the County’s Jury Service Program

13.1 Jury Service Program.

This Agreement is subject to the provisions of COUNTY’s ordinance entitled Contractor Employee Jury Service (“Jury Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Attachment H.

13.2 Written Employee Jury Service Policy.

- 13.2.1. Unless CONTRACTOR has demonstrated to COUNTY’s satisfaction either that CONTRACTOR is not a “Contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its employees shall receive from CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with CONTRACTOR

or that CONTRACTOR deduct from the employee's regular pay the fees received for jury service.

13.2.2 For purposes of this Subsection, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the Agreement, the subcontractor shall also be subject to the provisions of this Subsection. The provisions of this Subsection shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.

13.2.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Agreement commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during the Agreement and at its sole discretion, that CONTRACTOR demonstrate to COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

- 13.2.4 CONTRACTOR's violation of this Subsection of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Agreement and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

14.0 Compliance with Wage and Hour Laws/Fair Labor Standards Act

CONTRACTOR shall comply with all wage and hour laws and all applicable provisions of the Federal *Fair Labor Standards Act*, and shall indemnify, defend, and hold harmless COUNTY, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorney's fees arising under any wage and hour law including, but not limited to, the Federal *Fair Labor Standards Act* for services performed by CONTRACTOR's employees for which COUNTY may be found jointly or solely liable.

15.0 Confidentiality

- 15.1 CONTRACTOR shall maintain the confidentiality of all records obtained from COUNTY as well as information obtained directly from CalWORKs participants, under the Agreement in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality. CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of the Agreement. CONTRACTOR shall cause each employee performing services covered by the Agreement to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement," in Attachment G, hereunder.
- 15.2 By State law, including without limitation (*W&I Code, Section 10850 et seq. and 17006*), all of the case records and information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles County Department of Public Social Services so designated without written authorization from DPSS. CONTRACTOR shall adhere to this law.
- 15.3 CONTRACTOR shall cause each non-employee performing service covered by this Agreement who has access to confidential information to sign and adhere to Attachment R "Contractor's Non-Employee Acknowledgment and Confidentiality Agreement" attached hereto.

16.0 Conflict of Interest

- 16.1 The CONTRACTOR represents and warrants that no COUNTY employee whose position in the COUNTY enables him/her to influence the award of the Agreement, or any competing Agreement, and no spouse or economic dependent of such employee, is or shall

be employed in any capacity by the CONTRACTOR, or have any other direct or indirect financial interest in the Agreement.

The CONTRACTOR represents and warrants that CONTRACTOR and its authorized officers have read and are familiar with the provisions of *Los Angeles COUNTY Code, Section 2.180,010*, "Certain Contracts Prohibited," and that execution of the Agreement will not violate those provisions. The CONTRACTOR must sign and adhere to the "Invitation for Bids/Request for Proposals Grounds for Rejection," Attachment I, hereto.

The CONTRACTOR represents and warrants it did not, as an individual or firm or subsidiary of a firm, under contract, assist the COUNTY in the development and preparation of the Request for Proposals for the Agreement.

No CONTRACTOR employee shall have access to his/her public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway or appear to sway their conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents.

- 16.2 The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 16.0 shall be a material breach of this Agreement.

17.0 Consideration of Hiring County Employees Targeted for Layoff

Should CONTRACTOR require additional or replacement personnel after the effective date of the Agreement to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Agreement.

18.0 Consideration of Greater Avenues for Independence (GAIN) or General Relief Opportunities for Work (GROW) Participants for Employment

- 18.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, CONTRACTOR shall give consideration for any such employment openings to participants in COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean CONTRACTOR will interview qualified candidates. COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.
- 18.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

19.0 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

- 19.1 CONTRACTOR acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby law. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY Contractors to voluntarily post COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at CONTRACTOR's place of business. CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. COUNTY's Department of Public Social Services will supply CONTRACTOR with the poster to be used.

20.0 Contractor Responsibility and Debarment

20.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is COUNTY's policy to conduct business only with responsible contractors.

20.2 Chapter 2.202 of the County Code

CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other agreements which indicates that CONTRACTOR is not responsible,

COUNTY may, in addition to other remedies provided in the Agreement, debar CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY Contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts CONTRACTOR may have with COUNTY.

20.3 Non-responsible Contractor

COUNTY may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with COUNTY or a nonprofit corporation created by COUNTY, (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with COUNTY, any other public entity, or a nonprofit corporation created by COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against COUNTY or any other public entity.

20.4 Contractor Hearing Board

20.4.1 If there is evidence that CONTRACTOR may be subject to debarment, the Department will notify CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

20.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

20.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the

Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

20.5 Review of Debarment Determination

20.5.1 If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of COUNTY.

20.5.2 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

20.5.3 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

20.6 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

21.0 Contractor's Warranty of Adherence to County's Child Support Compliance Program

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR's duty under this Agreement to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall, during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

22.0 County's Quality Assurance Plan

COUNTY or its agent will evaluate CONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all Agreement terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Agreement in jeopardy, if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement.

23.0 Disputes

Any disputes between COUNTY and CONTRACTOR regarding the performance of services reflected in this Agreement shall be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by COUNTY DPSS Director or designee, and the Director's or designee's decision shall be final.

24.0 Disclosure of Information

CONTRACTOR shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein or required by law. However, in recognizing CONTRACTOR's need to identify its services and related clients to sustain itself, COUNTY will not inhibit CONTRACTOR from publicizing its role under the Agreement within the following conditions:

24.1 CONTRACTOR shall develop all publicity material in a professional manner.

24.2 During the course of performance on this Agreement, CONTRACTOR, its employees, agents and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of COUNTY without the prior written consent of the CCA.

In no event shall CONTRACTOR use any material which identifies any individual by name or picture as an applicant for or participant of services provided by DPSS.

24.3 CONTRACTOR may, without prior written permission of COUNTY, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided, however, that the requirements of this Subsection 24.0 shall apply.

25.0 Employment Eligibility Verification

CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. CONTRACTOR shall secure documentation and verification of employment eligibility from all CONTRACTOR personnel in accordance with the applicable provisions of State and Federal law. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

26.0 Employee Safety

CONTRACTOR will assure that CONTRACTOR's employees:

- Are covered by an effective Injury and Illness Prevention Program.
- Receive all required general and specific training on employee safety.

27.0 Fiscal Accountability

27.1 Fiscal Policies/Procedures

Expenditures made by CONTRACTOR in operation of this Agreement shall be in compliance and conformity with Title 29 Code of Federal Regulation (CFR) Part 97 – Uniform Administrative Requirements for State and Local Governments, the Cost Principles of the Office of Management and Budget (OMB) Circular A-21 for Educational Institutions, OMB Circular A-87 for State, Local and Indian Tribal Governments, OMB Circular A-122 for Non-profit Organizations, OMB Circular A-102 for Grants and Cooperative Agreements with State and Local Government agencies, OMB circular A-133 for Audits of State, Local Governments and Non-Profit Organizations, and OMB Circular A-110 for Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, hospitals, and other Non-profit Organizations. CONTRACTOR is responsible for obtaining the most recent version of the CRF and circulars.

27.2 Federal Temporary Aid to Needy families (TANF) Regulations

CONTRACTOR agrees to comply with Federal regulations governing TANF, which provide in part, that TANF funds may not be used for medical services pursuant to 64 Fed. Reg., Section 263.11, page 17839.

28.0 Force Majeure

In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, other natural occurrences. Strikes, work slowdowns, lockouts (other than a lockout by CONTRACTOR or any of CONTRACTOR's subcontractors), freight embargoes, or other similar acts to those described above, or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, COUNTY shall have the right to terminate this Agreement upon any event that renders performance impossible. In such case, COUNTY shall be responsible for payment of all

expenses incurred to the point at which this Agreement is terminated.

29.0 Governing Law, Jurisdiction and Venue

- 29.1 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 29.2 Any reference to a specific statute, regulation or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted, and the parties' duties and obligations under this Agreement shall be consistent with, any amendment to any applicable statute, regulation or other law which occurs after the effective date of this Agreement.
- 29.3 CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

30.0 Government Observation

CONTRACTOR shall permit all authorized Federal, State, County and/or research personnel, in addition to departmental contracting staff, to observe performance, activities, or review documents required under this Agreement at any time during normal working hours. However, these personnel may not unreasonably interfere with CONTRACTOR performance.

31.0 Indemnification

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Agreement.

32.0 Independent Contractor Status

This Agreement is by and between COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

CONTRACTOR shall be solely liable and responsible for providing to, or on

behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of CONTRACTOR.

CONTRACTOR understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of CONTRACTOR and not employees of COUNTY.

CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of CONTRACTOR pursuant to this Agreement.

CONTRACTOR shall adhere to the provisions stated in Subsection 15.0 Confidentiality.

33.0 Insurance Requirements

33.1 General Insurance Requirements

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Agreement, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

33.1.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to the ***Department of Public Social Services, 12900 Crossroads Parkway South, 2nd Floor, City of Industry, California 91746, Attention: Kenyatta Ortega, County Contract Administrator, Contract Management Section III***, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- 1) Specifically identify this Agreement;
- 2) Clearly evidence all coverage required in this Agreement;
- 3) Contain the express condition that COUNTY is to be given written notice by mail at least thirty days in advance of cancellation for all policies evidenced on the certificate of insurance;
- 4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and

employees as insured for all activities arising from this Agreement; and

5) Identify any deductibles or self-insured retentions for COUNTY's approval. COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

33.1.2 **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to COUNTY with an A.M. Best rating of not less than A: VII, unless otherwise approved by COUNTY.

33.1.3 **Failure to Maintain Coverage:** Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Agreement upon which COUNTY may immediately terminate or suspend the Agreement. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

33.1.4 **Notification of Incidents, Claims or Suits:** CONTRACTOR shall report to COUNTY:

33.1.4.1 Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.

33.1.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Agreement.

33.1.4.3 Any injury to a CONTRACTOR employee which

occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to County Contract Administrator.

33.1.4.4 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Agreement.

33.1.5 **Compensation for COUNTY Costs:** In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

33.1.6 **Insurance Coverage Requirements for Subcontractors:** CONTRACTOR shall ensure any and all Subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

33.1.6.1 CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or

33.1.6.2 CONTRACTOR providing evidence submitted by subcontractors evidencing that Subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

33.2 Insurance Coverage Requirements

33.2.1 **General Liability** insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

33.2.2 **Automobile Liability** insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

33.2.3 **Workers' Compensation and Employer's Liability** insurance

providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other Federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

33.2.4 Crime Coverage: A comprehensive crime insurance policy with limits in amounts not less than indicated below covering against loss of money, securities, or other property as applicable to this Agreement, for employee dishonesty, forgery, or alteration, theft, disappearance and destruction, computer fraud, or burglary and robbery, and naming COUNTY as loss payee.

Employee Dishonesty:	\$25,000
Forgery, Alteration, Computer Fraud, Theft:	\$25,000
Disappearance and Destruction:	\$25,000
Burglary and Robbery:	\$25,000

33.2.5 Property Coverage:

In the event CONTRACTOR rents, leases or is loaned any COUNTY-owned property, CONTRACTOR shall insure such property. Such insurance shall be endorsed naming the County of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value, and shall include:

Personal Property: Automobiles and Mobile Equipment – Special form (“all-risk”) coverage for the actual cash value of county-owned or lease property.

Real Property and All Other Personal property – Special form (“all-risk”) coverage for the full replacement value of County-owned or leased property.

33.4 Professional Liability insurance covering liability arising from any error, omission, negligent or wrongful act of CONTRACTOR, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon

termination or cancellation of this Agreement.

34.0 Liquated Damages

- 34.1 If, in the judgment of the Director, or his/her designee, CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from CONTRACTOR's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to CONTRACTOR from COUNTY, will be forwarded to CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 34.2 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Agreement that the Director deems are correctable by CONTRACTOR over a certain time span, the Director will provide a written notice to CONTRACTOR to correct the deficiency within specified time frames. Should CONTRACTOR fail to correct deficiencies within said time frame, the Director may:
- a. Deduct from CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
 - b. Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Attachment A, Statement of Work, Technical Exhibit, Performance Requirements Summary (PRS) Chart, and that CONTRACTOR shall be liable to COUNTY for liquidated damages in said amount. Said amount shall be deducted from COUNTY's payment to CONTRACTOR; and/or
 - c. Upon giving ten days notice for failure to correct the deficiencies, COUNTY may correct any and all deficiencies and the total costs incurred by COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to CONTRACTOR from COUNTY, as determined by COUNTY.
- 34.3 The action noted in Paragraph 34.2 shall not be construed as a penalty, but as adjustment of payment to CONTRACTOR to recover COUNTY cost due to the failure of CONTRACTOR to complete or

comply with the provisions of this Agreement.

- 34.4 This Subsection 34.0 shall not, in any manner, restrict or limit COUNTY's right to damages for any breach of this Agreement provided by law or as specified in the Attachment A, Statement of Work, Technical Exhibit 6.1, Performance Requirements Summary, or Subsection 34.2, and shall not, in any manner, restrict or limit COUNTY's right to terminate this Agreement as agreed to herein.

35.0 Most Favored Public Entity

If CONTRACTOR's prices decline, or should CONTRACTOR at any time during the term of this Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to COUNTY.

36.0 Nondiscrimination and Affirmative Action

- 36.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 36.2 CONTRACTOR shall certify to and comply with the provisions of the, Agreement, Attachment J, and Contractor's Equal Employment Opportunity (EEO) Certification.
- 36.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 36.4 CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 36.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries,

or holding companies shall comply with all applicable Federal or State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

- 36.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Subsection 36.0 when so requested by COUNTY.
- 36.7 If COUNTY finds that any of provisions of Subsection 36.0 have been violated, such violation shall constitute a material breach of Agreement upon which COUNTY may determine to cancel, terminate, or suspend this Agreement. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated Federal or State EEO laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this Agreement.
- 36.8 The parties agree that in the event CONTRACTOR violates the anti-discrimination provisions of this Agreement, COUNTY shall, at its option, be entitled to a sum of five hundred dollars (\$500.00) pursuant to *California Civil Code, Section 1671*, as liquidated damages in lieu of canceling, terminating or suspending this Agreement.

37.0 Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contractor shall not restrict DPSS from acquiring similar, equal or like goods and/or services from other entities or sources.

38.0 Notices

38.1 Notice of Delays

Except as otherwise expressly provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including

all relevant information with respect thereto, to the other party. The other party shall respond within one (1) business days of receipt, clarifying the stated problem(s) or delay(s), or confirming corrective action to the satisfaction of the party that originated the notice.

38.2 Notice of Meetings

CONTRACTOR shall provide appropriate levels of staff at all meetings requested by COUNTY. COUNTY will give five business days prior notice to CONTRACTOR of the need to attend such meetings.

CONTRACTOR may verbally request meetings with COUNTY, as needed, with five business days advance notice. The advance notice requirement may be waived with the mutual consent of both CONTRACTOR and COUNTY.

38.3 Delivery of Notices

Delivery of notices shall be in writing and accomplished by e-mail, facsimile, hand-delivery with signed receipt, mailing by First Class Registered or Certified mail to the addresses listed in Paragraph 38.4 or 38.5 as applicable. The Director, or his/her designee, shall have authority to issue all notices required or permitted by COUNTY under this Agreement.

38.4 Notices to CONTRACTOR

Any such notice and the envelope containing same shall be addressed to CONTRACTOR at its place of business:

City of Hawthorne
South Bay Workforce Investment Board
Attention: Jan Vogel, Director
11539 Hawthorne Blvd., 5th Floor
Hawthorne, CA 90250

38.5 Notices to COUNTY

Notices and envelopes containing same to COUNTY shall be addressed to:

Department of Public Social Services
Contract Management Division
Attention: Alfred Becerra, HSA III
12900 Crossroads Parkway South, 2nd Floor,
City of Industry, California 91746

38.6 Changes of Address

Either party can designate a new address by giving ten days prior written notice thereof to the other party.

38.7 Termination Notices

In the event of suspension or termination of the Agreement by COUNTY, written notices may be provided by First Class Registered or Certified Mail, by facsimile, or my personal delivery to any CONTRACTOR employee or agent who may reasonably be expected to be authorized to accept notice for CONTRACTOR.

39.0 Notice of Disputes

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director of DPSS or designee shall resolve it.

40.0 Notice to Employees Regarding the Federal Earned Income Credit

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Attachment M, hereunder).

41.0 Notice to Employees Regarding the Safely Surrendered Baby Law

CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby law, its implementation in Los Angeles County, and where and how to safely surrender a baby.

The fact sheet is set forth in Attachment N (Safely Surrendered Baby Law) of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

42.0 Ownership of Data/Equipment

COUNTY shall be sole owner of all rights, titles and interests in any and all compilations of data, reports and deliverables which have been prepared, developed or maintained by CONTRACTOR pursuant to this Agreement.

COUNTY shall be sole owner of all rights, title and interests in any and all equipment provided by COUNTY or purchased by CONTRACTOR with COUNTY funds, pursuant to this Agreement.

43.0 Performance Requirements

If CONTRACTOR fails to meet the Agreement requirements as specified in Attachment A, Statement of Work, Performance Requirements Summary (PRS) hereunder, COUNTY may take actions specified in the Statement of Work for deficiencies and failures of performance. Failure of CONTRACTOR to take corrective action to cure said discrepancies within the time frames stated in the Statement of Work may result in COUNTY applying the provisions of Subsection 53, Termination for Default of the Contractor. This Subsection 53 shall not in any manner restrict or limit COUNTY's right to terminate this Agreement for convenience per Subsection 52.

44.0 Prohibition Against Inducement or Persuasion

Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

45.0 Proprietary Rights

45.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Agreement shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Agreement, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

45.2 Notwithstanding any other provision of this Agreement, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Agreement, proprietary

operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Subsection. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Agreement, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

- 45.3 Any materials, data and information not developed under this Agreement, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL."
- 45.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Subsection 45.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 45.5 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated in any way under Subsection 45.4 for:
 - 45.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Subsection 45.3;
 - 45.5.2 Any materials, data and information covered under Subsection 45.2; and
 - 45.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 45.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Agreement. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 45.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan,

policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

45.8 The provisions of Subsections 45.5, 45.6, and 45.7 shall survive the expiration or termination of this Agreement.

46.0 Records

CONTRACTOR shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by CONTRACTOR to COUNTY. Such records shall be kept in accordance with Subsection 47.0, Records Retention and Inspection, herein below.

47.0 Records Retention and Inspection

47.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. CONTRACTOR agrees that COUNTY, State, or Federal governments, or their authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. COUNTY reserves the right to conduct record inspection and audits relating to this Agreement with no advance notification to CONTRACTOR. All such material, including, but not limited to, all financial records, supporting documents, statistical records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to COUNTY, State or Federal authorities during the term of this Agreement and for a period of five years thereafter. If before the expiration of that five (5) year time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All such material shall be maintained by CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at COUNTY's option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to exercise its rights under this Section.

47.2 In the event that an audit of CONTRACTOR is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY's Auditor-Controller within 30 days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under

this Agreement. Subject to applicable law, COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 47.3 Failure on the part of CONTRACTOR to comply with any of the provisions of this Subsection 47.0 shall constitute a material breach of this Agreement upon which COUNTY may terminate or suspend this Agreement.
- 47.4 If, at any time during the term of this Agreement or within five years after the expiration or termination of this Agreement, representatives of COUNTY conduct an audit of CONTRACTOR regarding the work performed under this Agreement, and if such audit finds that COUNTY's dollar liability for any such work is less than payments made by COUNTY to CONTRACTOR, then the difference shall be either: a) repaid by CONTRACTOR to COUNTY by cash payment upon demand or b) at the sole option of COUNTY's Auditor-Controller, deducted from any amounts due to CONTRACTOR from COUNTY, whether under this Agreement or otherwise. If such audit finds that COUNTY's dollar liability for such work is more than the payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY by cash payment, provided that in no event shall COUNTY's maximum obligation for this Agreement exceed the Maximum Agreement Amount.
- 47.5 CONTRACTOR agrees that COUNTY, State and Federal representatives or any duly authorized representatives thereof, shall, at any reasonable time, have access to and the right to examine, monitor, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Agreement at no cost to COUNTY. Such material, including all pertinent costs, accounting, financial records and proprietary data shall be kept and maintained by CONTRACTOR for a period of five years after the term of this Agreement, or until audited, whichever is longer. COUNTY may require specific records be retained longer than five years when there is outstanding litigation, unresolved disputes or any audit.

48.0 Recycled Bond Paper

Consistent with the Los Angeles County Board of Supervisors' policy to reduce the amount of solid waste deposited at COUNTY landfills, CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Agreement.

49.0 Removal of Personnel

CONTRACTOR shall have the sole right and discretion to hire, discipline, suspend or discharge its employees/workers. COUNTY shall have the right, at its sole discretion, to require CONTRACTOR to remove any employee from the performance of services under this Agreement. Such removal shall occur immediately upon the written or oral request of the CCA. COUNTY will confirm an oral request in writing.

50.0 Shred Documents

CONTRACTOR shall ensure that all confidential documents/papers, as defined under State law (including but not limited to Welfare & Institution Code sections 10850 and 17006) relating to this Agreement must be shredded and not put in trash containers when CONTRACTOR disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.

Documents for record and retention purposes in accordance with Subsection 47.0, Records Retention and Inspection, of the Agreement are to be maintained for a period of five years or longer if required by law.

51.0 Subcontracting

51.1 CONTRACTOR may subcontract, upon COUNTY approval, for Community Service and Work Experience providers.

51.2 Any attempt by CONTRACTOR to subcontract any performance of the terms of this Agreement without the express written consent of COUNTY shall be null and void and shall be deemed a material breach of the terms of the Agreement. In the event of such a breach, the Agreement may be terminated forthwith. COUNTY's determination of whether to approve CONTRACTOR's request to subcontract shall be at the sole discretion of COUNTY.

51.3 Subcontracts shall be made in the name of CONTRACTOR and shall not bind nor purport to bind COUNTY. The making of subcontracts hereunder shall not relieve CONTRACTOR of any requirement under the Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by COUNTY shall not be construed to constitute a determination of the allowable of any cost under the Agreement. In no event shall approval of any subcontract by COUNTY be construed as affecting any increase in the amount provided for in the Agreement.

51.4 If CONTRACTOR wishes to subcontract, CONTRACTOR shall

provide the following information promptly at COUNTY's request:

1. A description of the service to be provided by the proposed subcontractor;
 2. Identification of the proposed subcontractor and an explanation of why and how it was selected, including the degree of competition obtained;
 3. An indication whether the proposed subcontractor's firm is a minority, women-owned, disadvantaged, or disabled veteran's business enterprise;
 4. A resume of the potential subcontractor's background and experience.
- 51.5 In the event that COUNTY should consent to subcontracting, CONTRACTOR shall include, in all subcontracts, the following provision: *"This Contract is a subcontract under the terms of a prime agreement with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."*
- 51.6 When required by State regulations, subcontracts shall be advertised, competitively bid and evaluated in a manner which will satisfy applicable State laws and regulations, including *California Department of Social Services Manual of Policies and Procedures (MPP), Sections 23-610 through 23-615.*
- 51.7 CONTRACTOR may subcontract, upon COUNTY pre-approval, with select Los Angeles County Workforce Investment Board One Stop Career Centers to provide ongoing assessment, job development and placement management services to CalWORKs participants, giving priority to those participants who have reached the 5-year time limit.
- 51.8 If subcontracting for Vocational Education and Employment Training Services, CONTRACTOR shall utilize existing providers procured through the Interstate Training Resource and Information Network (I-TRAIN) system.
- 51.9 CONTRACTOR shall indemnify and hold COUNTY harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were CONTRACTOR employees.
- 51.10 CONTRACTOR shall remain fully responsible for all performances required of it under this Agreement, including those that CONTRACTOR has determined to subcontract, notwithstanding

COUNTY's approval of CONTRACTOR's proposed subcontract

- 51.11 COUNTY's consent to subcontract shall not waive COUNTY's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. CONTRACTOR is responsible to notify its subcontractors of this COUNTY right.
- 51.12 COUNTY's Contract Administrator is authorized to act for and on behalf of COUNTY with respect to approval of any subcontract and subcontractor employees.
- 51.12 CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding COUNTY's consent to subcontract
- 51.13 CONTRACTOR shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by COUNTY from each approved subcontractor. CONTRACTOR shall ensure delivery of all such documents to the following contact/address before any subcontractor employee may perform any work hereunder.

Department of Public Social Services
Contract Management Division
Attn: Alfred Becerra, HSA III
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746-3411

52.0 Termination for Breach of Warranty to Maintain Compliance With County's Child Support Compliance Program

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Subsection 22.0, "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute default under this Agreement. Without limiting the rights and remedies available to COUNTY under any other provision of this Agreement, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this contract pursuant to Subsection 54.0 "Termination for Default of the Contractor" and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

53.0 Termination for Convenience of COUNTY

This Agreement, in whole or in part, may be terminated by COUNTY, when such action is deemed by COUNTY, in its sole discretion, to be in its best interest. Termination of work shall be effected by delivery to CONTRACTOR of a thirty calendar-day, prior written Notice of Termination. The Notice of Termination shall specify the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten days after the notice is sent.

- 53.1 After receipt of the Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:
 - 53.1.1 Immediately stop services under this Agreement on the date and to the extent specified in the Notice of Termination.
 - 53.1.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- 53.2 After receipt of a Notice of Termination, CONTRACTOR shall submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined.
- 53.3 Upon termination of this Agreement, CONTRACTOR shall deliver to COUNTY all work completed or in progress, including all data, reports and deliverables within ten business days after termination of this Agreement.
- 53.4 All materials, including books, records, documents, or other evidence bearing on the costs, expenses, or services of this Agreement, shall be maintained by CONTRACTOR in accordance with the provisions of Section 47.0, Records Retention and Inspection, herein above.

54.0 Termination for Default of CONTRACTOR

- 54.1 COUNTY may, by written notice to CONTRACTOR, terminate the whole or any part of this Agreement, if, in the judgment of County Contract Management Director:
- 54.1.1 CONTRACTOR has materially breached this Agreement;
 - 54.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement, including but not limited to the Attachment A to this Agreement, Statement of Work; or
 - 54.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as COUNTY may authorize in writing) after receipt of written notice from COUNTY specifying such failure.
- 54.2 In the event COUNTY terminates this Agreement in whole or in part as provided in Paragraph 54.1, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, services similar to those terminated. CONTRACTOR shall be liable to COUNTY for any and all excess costs incurred by COUNTY, as determined by COUNTY, for such similar goods and services. CONTRACTOR shall continue the performance of this Agreement to the extent not terminated under the provisions of this Subsection.
- 54.3 Except with respect to defaults of any subcontractor, CONTRACTOR shall not be liable for any such excess costs of the type identified in Paragraph 54.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of CONTRACTOR. Such causes may include, but are not limited to: acts of God or the public enemy, acts of COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both CONTRACTOR and subcontractor, and without the fault or negligence of either of them, CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this Paragraph 54.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at

any tier.

- 54.4 If, after COUNTY has given Notice of Termination under the provisions of this Subsection 54.0, it is determined by COUNTY that CONTRACTOR was not in default under the provisions of this Subsection 54.0 or that the default was excusable under the provisions of paragraph 54.3, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Subsection 52.0, Termination For Convenience of COUNTY.
- 54.5 In the event COUNTY terminates this Agreement in its entirety due to CONTRACTOR's default as provided in Paragraph 54.1, CONTRACTOR and COUNTY agree that COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, CONTRACTOR and COUNTY agree that COUNTY shall, at its sole option and in lieu of the provisions of paragraph 54.2, be entitled to liquidated damages from CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Agreement sum, whichever is less, as equitable compensation to COUNTY for such actual damages. This amount of liquidated damages shall be either paid by CONTRACTOR to COUNTY by cash payment upon demand or, at the sole discretion of the COUNTY, or designee, deducted from any amounts due to CONTRACTOR by COUNTY, whether under this Agreement or otherwise.

These liquidated damages shall be in addition to any credits, which COUNTY is otherwise entitled to under this Agreement, and CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Subsection 31.0 – Indemnification.

- 54.6 The rights and remedies of COUNTY provided in this Subsection 54.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

55.0 Termination for Improper Consideration

- 55.1 The COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the

award, amendment or extension of this Agreement or the making of any determinations with respect to CONTRACTOR's performance pursuant to this Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

55.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to COUNTY manager charged with the supervision of the employee or to the County Auditor-Controller's employee Fraud (800) 544-6861.

55.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

56.0 Termination for Insolvency

56.1 COUNTY may terminate this Agreement forthwith in the event of the occurrence of any of the following:

56.1.1. Insolvency of CONTRACTOR. CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not CONTRACTOR is insolvent within the means of the Federal Bankruptcy Code;

56.1.2. The filing of a voluntary or involuntary petition formally requesting the protection of bankruptcy laws regarding CONTRACTOR under the Federal Bankruptcy Code;

56.1.3. The appointment of a Receiver or Trustee for CONTRACTOR; or

56.1.4 The execution by CONTRACTOR of a general assignment for the benefit of creditors.

56.2 The rights and remedies of COUNTY provided in this Subsection 56.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

57.0 Termination for Non-Adherence of County Lobbyist Ordinance

CONTRACTOR, and each County Lobbyist or County Lobbying firm as

defined in County Code Section 2.160.010 retained by CONTRACTOR, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of CONTRACTOR or any County Lobbyist or County Lobbying firm retained by CONTRACTOR to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which COUNTY may in its sole discretion, immediately terminate or suspend this Agreement.

58.0 Termination for Non-Appropriation of Funds

COUNTY's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current Fiscal Year are subject to Federal, State or COUNTY's legislative appropriation for this purpose. In the event this Agreement extends into succeeding Fiscal Year periods and the Board of Supervisors or the State or Federal Legislature does not allocate sufficient funds for the next succeeding Fiscal Year payments, services shall automatically be terminated as of the end of the then current Fiscal Year.

COUNTY shall make a good faith effort to notify CONTRACTOR, in writing, of such non-appropriation at the earliest time.

59.0 Timely Completion

Time is of the essence with regards to CONTRACTOR's performance of any task, deliverables, goods, services, or other work as specified in the Agreement. All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR'S provision of services under this Agreement are subject to review and/or audit by CSS, COUNTY'S Auditor-Controller or its designee, and the State of California. In the event this Agreement is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR'S liability for such audit exceptions, as determined by DPSS, upon demand by COUNTY.

60.0 Validity

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

61.0 Verbal Discussions

The Contract Manager, or alternate, designated in writing to act in

CONTRACTOR's behalf shall be available to respond to COUNTY's verbal inquiries within twenty-four (24) hours.

62.0 Waiver

No waiver by the COUNTY of any breach of any provision of this Agreement shall constitute a waiver of any other breach of said provision or any other provision of this Agreement. Failure of COUNTY to enforce, at any time or from time to time, any provision of this Agreement, shall not be construed as a waiver thereof. The rights and remedies set forth in this Subsection 62.0 are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

63.0 Warranty

CONTRACTOR warrants that all services performed hereunder will comply with Attachment A, Statement of Work, herein below, any specifications related thereto, and that all such services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained and experienced in rendering similar services at the time such services are performed.

CONTRACTOR shall, within twenty-four hours after oral or written notice from COUNTY, correct any and all defects, deficiencies, errors or omissions in services rendered to COUNTY. The correction of such defects, deficiencies, errors or omissions shall be at no cost to COUNTY.

64.0 Warranty Against Fees

- 64.1 CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon a contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by CONTRACTOR for the purpose of securing business.
- 64.2 For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Agreement to be subscribed on its behalf by the Director of the Department of Public and Social Services and the CONTRACTOR has subscribed the same through its authorized officer, as of _____ day of _____ 2007. The persons signing on behalf of CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind CONTRACTOR

COUNTY OF LOS ANGELES

By _____
Philip L. Browning, Director
Department of Public Social Services

CITY OF HAWTHORNE
CONTRACTOR

By _____
Jag Pathirana, Interim City Manager

APPROVED AS TO FORM:

APPROVED

By _____
Jack Ballas, Attorney at Law

By _____
Russell, I, Mychine, City Attorney

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

By _____
Janice Kasai, Deputy County Counsel

ATTACHMENT A

**STATEMENT OF WORK
AND TECHNICAL EXHIBITS**

STATEMENT OF WORK
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PREAMBLE

COUNTY HEALTH AND HUMAN SERVICES

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County’s five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue working together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service and Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services, a common vision, goals, outcomes, and standards for providing services.

STATEMENT OF WORK

1.0 GENERAL

1.1 Scope of Work

- 1.1.1 CONTRACTOR shall provide, except as specified in Attachment A, Section 3.0, COUNTY Furnished Items, hereunder, all personnel, equipment and materials, general supervision and other items or services necessary to provide direct services to update and maintain DPSS' computerized GEARS inventories of vocational education and training direct service providers.
- 1.1.2 CONTRACTOR shall develop a screening process to evaluate providers based on the type of services offered and funding sources available, if any, prior to placing them on GEARS. These services shall be provided but not limited to Vocational Educational Training, Vocational English-as-a-Second Language (VESL) and Remedial Education which includes Adult Basic Education, General Education Diploma, High School Diploma and English as a Second Language.
- 1.1.3 CONTRACTOR shall provide intermediary services by administering and subcontracting with providers who will provide non-salaried work experience and Transitional Subsidized Employment (TSE) to Welfare-to-Work (WtW) participants to include job and work behavioral skills. The specific goal of these services is unsubsidized employment that will lead to self-sufficiency for WtW participants.

1.2 Key County Personnel

1.2.1 County Contract Administrator (CCA)

COUNTY will designate one person who will act as the CCA for COUNTY on all policies, procedures, requirements, performance, and information pertaining to the Agreement. Specifically, the CCA or alternate shall:

- 1.2.1.1 Have full authority to monitor CONTRACTOR's performance in the daily operation of this Agreement.
- 1.2.1.2 Provide direction to CONTRACTOR in areas relating to policy, information and procedural requirements.
- 1.2.1.3 Not be authorized to make any changes in the Standard Terms and Conditions of the Agreement and shall not be authorized to obligate COUNTY in any way whatsoever.

- 1.2.1.4 Inform CONTRACTOR of the name, address and telephone number of the CCA, in writing, at the time the Agreement is awarded, and at anytime thereafter a change of the CCA is made.

1.3 Key Contractor Personnel

1.3.1 Contract Manager

CONTRACTOR shall provide a Contract Manager and alternate who will act as liaison with DPSS and be responsible for the overall management and coordination of this Agreement. The Contract Manager and alternate shall be identified, in writing, prior to contract award and at anytime thereafter when a change of Contract Manager or alternate is made. Contract Manager and alternate must possess the requisite administrative and communications skills to effectively oversee program operations. Specifically, the Contract Manager or his/her alternate shall:

- 1.3.1.1 Have full authority to act for CONTRACTOR on all Agreement matters relating to the daily operation of this Agreement.
- 1.3.1.2 Be available during work hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except COUNTY and scheduled CONTRACTOR holidays.
- 1.3.1.3 Be able to read, write, speak, and understand English fluently.
- 1.3.1.4 Have a bachelor's degree in related field (e.g., social work, public administration, psychology, etc.) with two years experience in the performance of case management services, or services substantially similar to the service required in this Agreement, **or** have a minimum three years of case management experience, or experience substantially similar to these services. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of CONTRACTOR's Contract Manager.

1.3.2 Contractor Staff

- 1.3.2.1 CONTRACTOR shall provide and ensure there is sufficient staff with professional background, experience and expertise to provide the services required in this Statement of Work.
- 1.3.2.2 CONTRACTOR staff shall be qualified in accordance with all Federal, State and local laws, ordinances, regulations and requirements applicable hereto.

1.4 Quality Control

CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan (QCP) to assure COUNTY a consistently high level of service throughout the term of this Agreement. The QCP, which is subject to approval or rejection by COUNTY, shall be submitted to the CCA on the Agreement start date, with revisions submitted as changes occur. Revisions will be due within ten business days of CCA's request. The QCP shall include, but not be limited to, the following.

- 1.4.1 Method for assuring that staff rendering services under the Agreement has the necessary qualifications;
- 1.4.2 Method and frequency of monitoring to ensure that Agreement requirements are being met;
- 1.4.3 Method for monitoring and evaluating work performed, including subcontractors' performance;
- 1.4.4 Method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable;
- 1.4.5 A record of all inspections and problem resolutions conducted by CONTRACTOR, the corrective action taken, the time a problem is first identified, a clear description of the problem and the time elapsed between identification of the problem and completed corrective action. Said record shall be provided to COUNTY upon request;
- 1.4.6 Method for providing continuing services to COUNTY in the event of a strike, or other labor action, of CONTRACTOR's or subcontractors' employees;
- 1.4.7 Method for ensuring that all CONTRACTOR reports provide acceptable data as required by this Agreement;
- 1.4.8 Monitoring methods to be used include:
 - 1.4.8.1 Random sampling;
 - 1.4.8.2 100% review;
 - 1.4.8.3 Participant complaints;
 - 1.4.8.4 Participant surveys;
 - 1.4.8.5 Participant interviews; and/or
 - 1.4.8.6 Information, reports or data that may be provided by COUNTY.

1.5 County's Quality Assurance Plan

- 1.5.1 COUNTY or its agent will evaluate CONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all Agreement terms and performance standards. CONTRACTOR's deficiencies, which COUNTY determines are severe or continuing and may place performance of the Agreement in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement (refer to Part VIII, Subsection 35.0, Liquidated Damages, herein above, and Attachment I to Statement of Work Technical Exhibit 6.1, Performance Requirements Summary, hereunder).
- 1.5.2 Performance Evaluation Meetings shall be held jointly by DPSS and the Contract Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report (see Attachment II to Statement of Work Technical Exhibit 6.1, hereunder) is issued at the discretion of the CCA, a meeting shall be held within five (5) business days, as mutually agreed, to discuss the problem.
- 1.5.3 Action items from any Performance Evaluation meeting shall be prepared by the CCA and signed by the Contract Manager and CCA. Should the Contract Manager not concur with the action items, she/he shall submit a written statement to the CCA within ten (10) business days from the date of receipt of the signed action items. The Contract Manager's written statement shall be attached to the CCA's action items and be a part thereof. Failure by the Contract Manager to submit said statement shall result in the acceptance of the action items as written. If any dispute is still unresolved, the decision of the CCA will be final.
- 1.5.4 Upon advance notice, either COUNTY or CONTRACTOR may make an auditory recording of the meeting.
- 1.5.5 Contract Discrepancy Reports
- 1.5.5.1 Verbal notification, followed by written notification, of a contract discrepancy will be made to the Contract Manager or designee as soon as possible, whenever a contract discrepancy is identified. The problem shall be resolved by the Contract Manager within a time period mutually agreed upon by COUNTY and CONTRACTOR.
- 1.5.5.2 CCA will determine whether a formal Contract Discrepancy Report shall be issued (see Attachment II to Statement of Work Technical Exhibit 6.1, hereunder). Upon receipt of the document, CONTRACTOR is required to respond, in writing, to

the CCA within five business days, acknowledging the reported discrepancies or presenting contrary evidence.

A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted within ten (10) business days.

1.6 Attendance At and Notice of Meetings

CONTRACTOR shall have appropriate levels of staff attend all meetings requested by COUNTY. COUNTY will notify CONTRACTOR of the need to attend such meetings five business days in advance of each meeting. CONTRACTOR may request meetings with COUNTY as needed with five business days advance notice. The advance notice requirement may be waived with the mutual consent of both CONTRACTOR and COUNTY.

1.7 Hours Of Operation

1.7.1 CONTRACTOR shall be available Monday through Friday, from the work hours of 8:00 a.m. to 5:00 p.m., to provide services as specified under the terms of this Agreement, respond to COUNTY inquiries and provide services to COUNTY during work hours pursuant to the Scope of Work hereunder.

1.7.2 CONTRACTOR is not required to provide services on COUNTY recognized holidays. The CCA will provide a list of COUNTY holidays to CONTRACTOR at the time the Agreement is approved, and at the beginning of each calendar year.

1.7.3 Contract Manager or alternate, as designated in writing, shall be available to respond to COUNTY inquiries within twenty-four (24) hours.

STATEMENT OF WORK

2.0 DEFINITIONS

2.1 Acceptable Quality Level (AQL)

A measure to express the allowable variance from an Agreement Standard, before COUNTY will determine a specific service is unacceptable. The AQL does not imply that it is acceptable to vary from the Standard, or that CONTRACTOR may knowingly perform in a defective way. The AQL recognizes the fact that defective performance sometimes happens unintentionally. However, the COUNTY expects expert professional services to be provided at all times.

2.2 BWS IV Division

Bureau of Workforce Services Division within DPSS, with responsibility for the oversight of the operations and administration of GAIN regional operations.

2.3 CalWORKs

Acronym for “California Work Opportunity and Responsibility to Kids” which is the State of California’s time limited Federal TANF assistance program for needy families designed to assist them to transition from welfare to self-sufficiency.

2.4 Classroom Training

Physical and electronic job search and career enhancement training in a classroom setting provided by community colleges, adult education centers, One Stop Centers, private-for-profit vocational schools and other Welfare-to-Work grantees and partners.

2.5 Community Based Organization Training Vendor Directory (CTVD)

The third tier directory of the State approved Regional Training Vendor Directory (RTVD) administered by the City of Hawthorne for the Southern California Region. CTVD is an approved list of community-based organizations offering vocational training programs.

2.6 Community College

Two-year institutions of higher learning that provide vocational training and academic curricula. Admission is open to all students who have graduated from an accredited high school, or passed the California High School Proficiency Exam, or are 18 years old or older.

2.7 Contract Discrepancy Report (CDR)

The report (refer to Attachment II, Statement of Work Technical Exhibit 6.1, hereunder) that is used when the performance of CONTRACTOR has failed to meet Agreement Standards, and/or when the number of discrepancies found during contract monitoring exceed the number of discrepancies allowed by the AQL.

2.8 Direct Services

The vocational training services that are provided directly to WtW participants by CONTRACTOR under this agreement.

2.9 Education and Employment Training

Provides participants with the technical skills and practical experience necessary to perform a specific job or group of jobs upon the participant's completion of training.

2.10 Family Preservation Provider (FPP)

Activities that promote the safety and well-being of children and their family, preserve the family unit where children can be supported safely, and empower the families to achieve self-sufficiency.

2.11 Follow-Up Services

Services that are needed to verify the participant's status for the purposes of reporting the 30 and 90 day job retention rate.

2.12 GAIN

Acronym for "Greater Avenues for Independence," a program established on September 26, 1985, with the passage of the State of California Assembly Bill 2580. The GAIN program establishes a comprehensive system of services to assist CalWORKs participants in obtaining unsubsidized employment.

2.13 GAIN County Plan & Annual Updates

A California Department of Social Services approved plan that specifies how Los Angeles County will provide education, employment, training and supportive services to GAIN participants. The plan is updated annually.

2.14 GAIN Employment Activity and Reporting System (GEARS)

The automated data management system to be used to support the GAIN program in Los Angeles County. Its functions include: tracking participants, authorizing payments, generating reports, and maintaining inventories of available resources.

2.15 GAIN Participant

An applicant/recipient who DPSS has determined is eligible to participate in the GAIN Program.

2.16 GAIN Program Division

A division within DPSS, with responsibility for the Welfare-to-Work/GAIN program administration. This division is responsible for the development and updating of the Los Angeles County GAIN plan and provision of technical assistance to other agencies and contractors to ensure program requirements are met.

2.17 GAIN Services Worker

A COUNTY staff person responsible for referring individuals to appropriate GAIN activities.

2.18 Hard Job Skills

Instruction in technical matters related to specific aspects of a job independent of socialization factors associated with executing said job.

2.19 Intermediary Services

All activities associated with the administration of vocational services including but not limited to, subcontracting and monitoring Work Experience.

2.20 Interstate Training Resource and Information Network (I-TRAIN)

An electronic, online, Regional Training Vendor Directory which provides information on over 400 public and private for-profit schools and colleges as well as information on community and faith-based training providers.

2.21 Job Development

Recruiting employers and small or large businesses to provide employment and employment related services to participants willing to obtain/retain full/part-time employment in an effort to be self-sufficient and independent of public aid.

2.22 Job Placement

Activities that are designed to identify employment opportunities appropriate for GAIN participants and that assist participants in obtaining unsubsidized employment.

2.23 Job Retention Services

Services provided to participants who are experiencing difficulties in maintaining employment. These services may be provided during the participant's activity assignment or as post-employment services. Work related difficulties might include inability to access the work environment, absenteeism, tardiness, or poor co-worker relationship. Retention services to address the individual's needs may include, but are not limited to: counseling and rapid re-employment services if unemployed within the first 30 days.

2.24 Monthly Management Report

The report provided monthly to CCA, by, as outlined in Attachment A, Statement of Work and Technical Exhibits, Section 5.0, Specific Tasks, such as progress, program accomplishments and statistical data.

2.25 One Stop Career Centers

Funded by local workforce investment boards, the One Stop Centers provide job search and career related information and services, through various access points, both physical and electronic.

2.26 On the Job Training (OJT)

Subsidized employment in which a participant receives job skills training from an employer. At the end of the training, it is expected that the participant will be retained by the employer.

2.27 Paid Work Experience (PWE)

A salaried work experience assignment with a public or private non-profit agency that supplies the participant with either:

- 2.27.1 Work behavior skills and a reference for future unsubsidized employment, and
- 2.27.2 On-the-job enhancement of existing or recently acquired work skills.

2.28 Placement Management

Interviewing, enrolling, referring and monitoring participants to educational institutions, businesses, supportive services, and other Welfare-to-Work grantees and partners.

2.29 Performance Requirements Summary (PRS)

The document, furnished by COUNTY (Statement of Work Technical Exhibit 6.1), which identifies and summarizes the key performance indicators of this Agreement. COUNTY will be using the PRS in evaluating CONTRACTOR to assure that the Agreement performance standards are met.

2.30 Post-Employment Services (PES)

Services offered to WtW participants after they are employed, that assist participants with skill upgrades and job retention services.

2.31 Progress Report

A GAIN form - GN 6070. This form is automatically mailed to GAIN participants periodically in a post-assessment assignment. The participant is to have the service provider complete the form indicating his/her attendance and progress.

2.32 Public Training Vendor Directory (PTVD)

The second tier directory of the State approved Regional Training Vendor Directory (RTVD) administered by the City of Hawthorne for the Southern California Region. PTVD increases access to education and training services offered through the public school system. PTVD is an approved list of public training providers, which consists of Universities, State Colleges, Community Colleges, Adult Schools and Regional Occupational Programs.

2.33 Quality Assurance Monitoring Plan (QAMP)

The plan developed by COUNTY, specifically for this Agreement, to monitor compliance with the Agreement. The elements of the plan are listed in Statement of Work, Technical Exhibit 6.1, Subsection 6.1.3.

2.34 Random Sample

A standardized method for monitoring product (output) quality wherein all products within a lot (batch) stand a statistically equal chance of being selected for inspection. This is one of the methods by which DPSS may monitor CONTRACTOR performance in providing the required services.

2.35 Sample Size

The number of units or services to be checked in a given time period.

2.36 Soft Job Skills

Behavior that enhances an employee's working relationship with fellow employees, subordinates and superiors while performing the job effectively.

2.37 Standard of Work

A minimum requirement set by COUNTY for CONTRACTOR to perform a service or activity.

2.38 Statement of

The portion of this Agreement which describes:

2.38.1 Specific requirements for services and deliverables associated with these services; and

2.38.2 The relationship that will exist between CONTRACTOR and COUNTY.

2.39 Supportive Services

Services which address the needs of GAIN participants who are experiencing Mental Health, Substance Abuse or Domestic Violence problems.

2.40 TANF

Temporary Assistance for Needy Families (TANF) is the name of the Federal welfare reform program which provides time-limited assistance to needy families and assists them in transitioning from Welfare-to-Work. California's welfare reform program is known as CalWORKs.

2.41 Tier One Subsidized Employment Model

The tier one subsidized employment model consists of participants assigned solely to paid work experience activity targeting, but not exclusively for, the specialized subpopulations such as the homeless, limited English proficient participants, participants receiving specialized supportive services and peer mentoring students at California State Polytechnic University of Pomona where CONTRACTOR acts solely as the employer of record and provides payroll services and the use of the on-line I-Train case management system.

The case management and job placement services are solely provided by the GAIN Regional and contracted case managers and job developers. Participants in this employment model will not receive co-case management by the One Stop Career Centers. The subpopulations monitored are: homeless participants, limited English participants and participants receiving specialized supportive services.

2.42 Tier Two Subsidized Employment Model

The tier two subsidized employment model consists of participants assigned to paid work experience, on-the-job training, and/or vocational classroom training. The participants in the model receive co-case management and job placement services by the One Stop Career Centers.

The model consists of the general GAIN population, with the exception of the subpopulations being monitored. The subpopulations monitored are: homeless participants, limited English proficient participants, participants receiving specialized supportive service, participants assigned to paid work experience only and participants concurrently assigned to classroom training.

2.43 Training and Work Related Expenses

GAIN participants are eligible to receive payment from COUNTY GAIN Services Workers for expenses associated with participation in GAIN activities and beginning employment which include child care payments, transportation and ancillary expenses to enable participants to participate in GAIN activities or work.

2.44 TRANSITIONAL SUBSIDIZED EMPLOYMENT

A paid activity based on wage subsidies to prepare participants for unsubsidized employment by providing on-the-job training in combination with classroom vocational training and instruction of soft skills.

2.45 Unsubsidized Employment

Direct employment without a subsidy.

2.46 Vocational Services

Services provided to GAIN participants which include the following:

- 2.45.1 Vocational Education
- 2.45.2 Vocational Training
- 2.45.3 Work Experience (WEX)
- 2.45.4 Vocational English-As-A-Second Language (VESL)

2.47 Vocational Education

A planned sequence of instruction which prepares an individual for an occupational field in which there may be a variety of specific jobs. It may result in a degree, if the participant can complete the degree within two academic years.

2.48 Vocational Training

Training in employer-specific job skills in a classroom or on-site setting. This includes, but is not limited to, training provided through local service delivery area programs, community colleges, and adult schools. Participants usually receive a certificate upon completion.

2.49 Vocational English-As-A-Second Language (VESL)

Intensive instruction in English for non-English speaking participants, which is coordinated with specific job training.

2.50 Welfare-to-Work

A federally mandated program to help CalWORKs participants become self-sufficient through employment.

2.51 Work Experience (WEX)

A non-salaried work experience assignment with a public or private non-profit agency that supplies the participant with either:

2.50.1 Work behavior skills and a reference for future unsubsidized employment, and

2.50.2 On-the-job enhancement of existing or recently acquired work skills

2.52 Work Study

An academic program that enables GAIN registered CalWORKs participants, who are enrolled in a Community College, to gain a minimum of 20 weekly hours of paid work experience while continuing their studies. The employment is temporary in nature and the employer is not expected to retain the participant beyond the work assignment.

STATEMENT OF WORK

3.0 COUNTY FURNISHED ITEMS

3.1 Equipment

- 3.1 For the purpose of this Agreement, COUNTY shall furnish and install for CONTRACTOR use, GEARS computer terminals, printer(s), and the necessary transmission lines, telecommunication network hubs and routers. The GEARS terminal(s) and printer(s) are located at a site designated by CONTRACTOR and approved by COUNTY. The terminal(s) and printer(s) shall remain the property of COUNTY. Upon termination of the Agreement, COUNTY shall remove all GEARS terminals, printers, and transmission lines.

3.2 Inventory of Equipment

- 3.2.1 An inventory of all COUNTY-furnished equipment, computer terminals, personal computers (PCs) and furniture shall be initially established by COUNTY and verified by CONTRACTOR at Agreement start-up. CONTRACTOR shall thereafter maintain the inventory. At Agreement termination, all COUNTY provided furniture and equipment shall be returned to COUNTY in good condition, as determined by COUNTY.
- 3.2.2 COUNTY staff shall conduct periodic inventories of COUNTY-provided equipment throughout the term of the Agreement to meet COUNTY inventory control requirements. CONTRACTOR shall report to the CCA immediately after discovery, the loss or theft of COUNTY-provided equipment. For stolen equipment, CONTRACTOR shall contact the local law enforcement agency and submit a copy of the police report to the CCA.

3.3 Maintenance Repair and Replacement

- 3.3.1 COUNTY shall provide maintenance, repair and/or replacement due to normal wear and tear of GEARS computer terminals and printers.
- 3.3.1.1 COUNTY shall provide maintenance, repair and/or replacement due to normal wear and tear of COUNTY furnished equipment. CONTRACTOR shall be responsible for repair and replacement costs for COUNTY furnished equipment that is damaged due to Contractor's abuse or carelessness, as determined by COUNTY.
- 3.3.2 Relocation of GEARS once installed, upon CONTRACTOR's request, shall be at CONTRACTOR's expense. CONTRACTOR shall provide a minimum of sixty (60) days prior written notice to COUNTY of a planned equipment move. CONTRACTOR shall provide a dedicated electrical circuit for COUNTY required computer equipment.

- 3.3.3 Relocation of GEARS once installed, upon COUNTY's request, shall be at COUNTY's expense.
- 3.3.4 CONTRACTOR shall be responsible for all expenses, such as rewiring and telephone circuit re-routing for the relocation of GEARS equipment if the relocation is not required by COUNTY.
- 3.3.5 CONTRACTOR shall not install software or screen savers on COUNTY provided Personal Computers (PCs). Any installation, de-installation or re-installation of required software and movement of equipment shall be made by COUNTY-managed technicians. Requests for these services shall be made to the DPSS Technical Support Center. Any service calls required because of CONTRACTOR's staff modifying the configuration of software on the PCs shall be the expense of the CONTRACTOR.

3.4 Materials

COUNTY shall supply to CONTRACTOR:

- 3.4.1 Any necessary GEARS instructional material and security information.
- 3.4.2 Video training tapes for child abuse and elder abuse training.
- 3.4.3 Nondiscrimination in services posters.
- 3.4.4 GAIN County Plan and updates.
- 3.4.5 All GAIN-related (GN series) forms for both CONTRACTOR and Direct Service Providers at start-up and ongoing, as needed.
- 3.4.6 An annual list of COUNTY holidays and GAIN priority occupations based on Los Angeles County Office of Education Assessors recommendations, legislative and/or regulatory revisions and GAIN Policy.
- 3.4.7 A supply of Civil Rights Complaint forms, PA 607, for use by Welfare-to-Work participants in reporting Civil Rights complaints.

3.5 Services

- 3.5.1 COUNTY will provide initial program orientation and GEARS training of CONTRACTOR staff at the onset of the agreement. Subsequent to initial hiring, CONTRACTOR will be responsible for providing orientation and GEARS training for CONTRACTOR staff on an ongoing basis.
- 3.5.2 COUNTY will provide cultural awareness and civil rights training to all CONTRACTOR and subcontractor staff that will provide services to CalWORKs participants.

3.5.3 COUNTY will provide to CONTRACTOR some security measures (devices) for GEARS equipment, to aid in ensuring that the equipment is secure. CONTRACTOR is responsible for proper utilization of said devices as well as all requirements of Subsection 4.6.2 of this Statement of Work. The security of all GEARS related equipment is ultimately the responsibility of CONTRACTOR.

STATEMENT OF WORK

4.0 CONTRACTOR FURNISHED ITEMS

4.1 Civil Rights Complaint Procedures

CONTRACTOR shall develop and operate procedures for receiving and responding to Civil Rights Complaints.

4.1.1 CONTRACTOR shall provide and assist participants with completing a PA 607 Complaint of Discriminatory Treatment in the participants' primary language

4.1.2 CONTRACTOR shall maintain a log of Civil Rights complaints.

4.1.3 CONTRACTOR's Contract Manager (CCM) shall act as the Civil Rights Liaison (CRL) between CONTRACTOR and the County Contract Administrator (CCA) and DPSS Civil Rights & Customer Relations (CRCR) Section.

4.1.4 All CCM/CRLs shall forward all PA 607s to the CCA within two business days.

4.1.5 CCM/CRLs shall not attempt to investigate Civil Rights complaints. Investigations are handled by CRCR Section.

4.2 Equipment

Except for the equipment listed in Section 3.1 of this Statement of Work, CONTRACTOR shall provide all equipment necessary to provide the services required in this Agreement.

4.3 Facilities

CONTRACTOR shall furnish all facilities necessary to perform all services required by this Agreement.

4.4 Material

CONTRACTOR shall post in CONTRACTOR's facility, where they are easily accessible to employees, Equal Employment Opportunity (EEO) and State-approved Nondiscrimination In Services notices. CONTRACTOR may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission
255 East Temple Street, 4th Floor
Los Angeles, California 90012
Telephone: (213) 894-1000

4.5 Personnel

CONTRACTOR shall furnish all supervisory, administrative and any other staff necessary to perform all services required by this Agreement.

4.6 Security

4.6.1 CONTRACTOR shall provide all security measures for GEARS access, to ensure confidentiality is maintained.

4.6.2 CONTRACTOR shall house GEARS terminals and printers and any other COUNTY computer equipment at the designated CONTRACTOR site, and shall provide all security measures to ensure that the COUNTY's computer equipment is secure and confidentially is maintained. CONTRACTOR shall also meet any additional security measures as required by COUNTY. CONTRACTOR's security measures must be pre-approved by COUNTY.

4.6.3 If CONTRACTOR changes a GEARS terminal location, CONTRACTOR shall provide a minimum of sixty days prior written notice of the planned move to COUNTY, pay for all expenses of COUNTY moving the computer equipment to the new location, and provide a dedicated electrical circuit for COUNTY-provided computer equipment.

4.7 Supplies

4.7.1 CONTRACTOR shall furnish all supplies except as specified in Statement of Work, Section 3.0, COUNTY Furnished Items, above, necessary to perform all services required by this Agreement.

4.7.2 Upon the Agreement's termination, CONTRACTOR shall transfer to DPSS equipment purchase with County funds and unused supplies and forms purchased for this Agreement or its residual value to COUNTY.

4.7.3 COUNTY will determine the residual value of all assets should the CONTRACTOR opt to return the residual value of the asset in place of the asset.

4.8 Training

4.8.1 CONTRACTOR shall furnish child abuse, elder abuse and GAIN orientation training for all CONTRACTOR staff and Direct Service Provider staff who have direct contact with GAIN participants to the extent the training has not been given. The training will be provided by CONTRACTOR, utilizing COUNTY provided written material and/or videos.

4.8.2 CONTRACTOR shall furnish employee orientation and in-service training for all CONTRACTOR staff that have direct contact with GAIN participants. Such training will cover all aspects of the contracted services. CONTRACTOR shall provide GEARS training to CONTRACTOR staff, as needed, after initial training by COUNTY.

STATEMENT OF WORK

5.0 Specific Tasks

5.1 Directories

5.1.1 CONTRACTOR shall coordinate, maintain and develop directories by program, of all vocational education and training providers maintained on GEARS, to include but not be limited to the following:

- 5.1.1.1 Community-Based Organization Training Vendor (CTVD),
- 5.1.1.2 Work Study Provider (WS)
- 5.1.1.3 Family Preservation Network (FPP),
- 5.1.1.4 One Stop Centers (OS),
- 5.1.1.5 Public Training Vendor (PTVD),
- 5.1.1.6 Remediation Provider (REM),
- 5.1.1.7 State Department of Rehabilitation Provider (SDR),
- 5.1.1.8 Support Service Provider (SSP),
- 5.1.1.9 Vocational Training Provider (VOC), and
- 5.1.1.10 Work Experience Provider (WEX).

5.1.2 CONTRACTOR shall include the level of English proficiency for each remediation and vocational training course listed in the directories.

5.1.3 CONTRACTOR shall update the directories on a monthly basis and provide DPSS with updated directories each quarter, or upon COUNTY request, of providers and subcontractors mentioned in Subsection 5.1.1 above, by program. At minimum, the directories shall include:

- 5.1.3.1 Name of provider
- 5.1.3.2 Type of program
- 5.1.3.3 Session ID and OES Code
- 5.1.3.4 Area to be served
- 5.1.3.5 Contact Person
- 5.1.3.6 Telephone Number

5.2 Intermediary Services

5.2.1 CONTRACTOR shall act as intermediary between COUNTY and Work Experience (WEX) and TSE service providers.

5.2.2 CONTRACTOR shall maintain sufficient WEX and TSE slots to provide work assignments to CalWORKs participants. When WEX and TSE slots are not sufficient to meet the needs of the GAIN Regions, CONTRACTOR shall:

- 5.2.2.1 Immediately work to develop new resources;

- 5.2.2.2 Notify COUNTY of its efforts to develop more placement slots and the time frames of the development.
- 5.2.3 CONTRACTOR shall develop criteria, with COUNTY approval, for evaluating WEX and TSE subcontracts and subcontractors.
- 5.2.4 CONTRACTOR shall ensure WEX and TSE subcontractors employ enough bilingual personnel to provide services to participants and provide materials in the languages specified by COUNTY, including, but not limited to, English, Spanish, Vietnamese, Cambodian, Armenian, Tagalog, Chinese, Russian, and Korean.
- 5.2.6 CONTRACTOR shall enter into nonfinancial subcontracts the Contractor executes non-financial agreements with agencies for non- paid Work Experience performed by participants in public agencies) with public or private non-profit vendors to provide WEX, PWE and Work Study subcontracted services in accordance with Section IX., Further Terms and Conditions, Subsection 50, Subcontracting. If non-financial WEX and PWE subcontractors are not available, CONTRACTOR may enter into financial agreements. However, nonfinancial agreements shall be pursued first.
- 5.2.7 CONTRACTOR shall perform the Intermediary Services specified in this Section 5.2, for those COUNTY Departments and subcontracted agencies designated by COUNTY as WEX and TSE subcontractor work sites for CalWORKs participants. CONTRACTOR's relationship with COUNTY Departments other than DPSS may be subject to requirements of those COUNTY Departments.
- 5.2.7.1 COUNTY will require employees in the designated COUNTY Departments and subcontracting agencies to perform the WEX and TSE work site provider requirements specified by CONTRACTOR.
- 5.2.7.2 In providing WEX and TSE subcontractor work sites, employees in the designated County Departments and subcontracted agencies will comply with all contractual requirements applicable to such departments, and all current and future CalWORKs directives.
- 5.2.7.3 Such employees charged with oversight of CalWORKs participants as directed by CONTRACTOR's nonfinancial WEX and TSE subcontracts shall include a provision(s) requiring subcontractor employees to maintain the Program's integrity and to avoid any conflict of interest in its administration.
- 5.2.8 CONTRACTOR shall negotiate waivers of any mandatory across-the-board fees (i.e., registration, I.D., etc.) with WEX and TSE subcontractors.

- 5.2.9 CONTRACTOR shall ensure that WEX and TSE subcontractors conform to Federal and State laws and regulations, COUNTY ordinances, COUNTY's CalWORKs plan and DPSS and GAIN policy.
- 5.2.10 CONTRACTOR shall receive and process, including but not limited to, notifying the State, and necessary insurance agencies and make a report within twenty-four hours, all claims for Worker's Compensation injuries or illnesses which occur at WEX and TSE work sites and work with the State of California Insurance Fund to resolve all claims to the benefit of COUNTY.
- 5.2.11 Upon COUNTY request, CONTRACTOR shall forward to COUNTY any information/documentation received directly from WEX and TSE subcontractors concerning each program's requirements/features not found on GEARS.
- 5.2.12 CONTRACTOR shall ensure that Equal Employment Opportunity and Confidentiality is maintained by WEX and TSE subcontractors.

5.3 GEARS Inventory

- 5.3.1 CONTRACTOR shall develop criteria which is subject to COUNTY pre-approval as to the appropriateness of placing, updating and maintaining non-contracted providers on DPSS' computerized GEARS inventory of Vocational Education and Training Direct Service Providers. This inventory shall include, but is not limited to the following components/providers:
 - 5.3.1.1 Family Preservation,
 - 5.3.1.2 On-the-Job Training (OJT),
 - 5.3.1.3 Post-Employment Service (PES),
 - 5.3.1.4 Remedial Education,
 - 5.3.1.5 State Department of Rehabilitation,
 - 5.3.1.6 Support Service,
 - 5.3.1.7 Vocational Education and Training,
 - 5.3.1.8 Vocational English-as-a-Second Language (VESL), and
 - 5.3.1.9 Work Study.
- 5.3.2 CONTRACTOR, upon receiving a telephone request from GAIN staff and/or providers to update DPSS' computerized GEARS inventory, shall do this within five workdays after CONTRACTOR determines a change is necessary, confirmed on the MMR.
- 5.3.3 CONTRACTOR shall evaluate the suitability of all subcontracted providers to ensure that they meet CONTRACTOR requirements before becoming CalWORKs providers and placed on GEARS.
- 5.3.4 CONTRACTOR shall maintain sufficient and appropriate Vocational Training

Service providers on GEARS as specified in Subsection 5.1.3 herein above.

- 5.3.5 When Vocational Education and Training programs in any of the GAIN regions are nearing participant capacity, CONTRACTOR shall immediately develop new resources and notify COUNTY of CONTRACTOR's efforts to develop more placement slots and the time frames of the development.
- 5.3.6 CONTRACTOR shall develop an outreach process for Vocational Education and Training programs related to GAIN priority occupations based on Los Angeles County Office of Education (LACOE) Assessors recommendations.
- 5.3.7 CONTRACTOR shall call or send out letters to service providers listed on the GEARS inventory semi-annually, to ensure provider information is accurate.
 - 5.3.7.1 CONTRACTOR shall take necessary action to ensure that the required information is obtained.
 - 5.3.7.2 CONTRACTOR shall notify COUNTY when the service provider fails to respond to CONTRACTOR.

5.4 Operational Support

- 5.4.1 CONTRACTOR shall ensure Vocational providers and subcontractors are available for consultation in the event compliance procedures are initiated by COUNTY against CONTRACTOR.
- 5.4.2 CONTRACTOR shall attend all planning workgroups convened by DPSS.
- 5.4.3 CONTRACTOR shall respond to inquiries from and be responsive to DPSS' GAIN Services Workers and regional administration and the DPSS' GAIN Program Division.

5.5 Reporting Tasks

The CONTRACTOR shall make reports as may be required by the COUNTY concerning its activities as they affect the duties and purposes contained herein.

- 5.5.1 CONTRACTOR shall prepare and submit Monthly Management Reports (MMR), as provided in Statement of Work Technical Exhibit 6.2, hereunder. The MMR format shall be developed by CONTRACTOR upon beginning of the Agreement. The MMR format is subject to COUNTY pre-approval. The MMR shall be submitted to the CCA with CONTRACTOR's monthly invoice by the last day of each month for the prior month's services.

5.5.2 CONTRACTOR shall suggest any changes and/or program improvements and any adjustments needed to the inventory, directory and/or any other service provided by CONTRACTOR, on the MMR. However, such changes, improvements, or adjustments shall not become effective and implemented until CONTRACTOR receives COUNTY's written approval.

5.5.3 Reporting Tasks for TSE

CONTRACTOR shall provide a report to CCA measuring the percentage of CalWORKs who complete their assigned component activity, job placement and job retention for each of the subpopulations (homeless, limited-English proficient and specialized supportive services population) under each tier model on a monthly basis. This report is to be included in the MMR, and also provided to COUNTY upon request by COUNTY.

5.6 Training

CONTRACTOR shall provide orientation and training to all provider/subcontractor staff such as WEX and TSE staff who work directly with Welfare-to-Work participants. The training is to be provided within thirty (30) days from the date of employment for each new staff member, and on an as-needed basis, thereafter.

5.7 Transitional Subsidized Employment (TSE)

5.7.1 CONTRACTOR shall provide Intermediary Services by providing the TSE program, which includes PWE, on-the-job training (OJT), education and employment (Classroom) training, and Work Study, to Welfare-to-Work participants in an effort to secure unsubsidized employment in career-ladder employment.

5.7.2 CONTRACTOR, in the event of limited revenue, shall give priority in the referral of the above Services to adults who have, or are about to, reach the CalWORKs five-year time limit, individuals who have recently entered the GAIN/REP program and have not achieved full-time employment and participants who are homeless or at risk of being homeless.

5.7.3 CONTRACTOR shall conduct coordination activities in cooperation with GAIN Services Workers (GSW) and shall include ongoing recruitment efforts at the GAIN Regional and LACOE offices.

5.7.4 One Stop Career Centers

5.7.4.1 CONTRACTOR shall implement the Services mentioned in Paragraph 5.7.1 herein, in a manner that is accessible to

Welfare-to-Work participants throughout Los Angeles County by using its subcontracted One Stop Career Centers.

- 5.7.4.2 CONTRACTOR's subcontracted One Stop Career Centers shall provide job placement services to all participants assigned to Tier Two Subsidized Employment model upon completion of classroom training, paid work experience and on-the-job training.
- 5.7.4.3 CONTRACTOR shall ensure that job placement services are reflective of the current job market, targeting higher than minimum-wage occupations in career-ladder employment positions which upon successful performance makes available promotional opportunities both within existing employer and/or the general category upon reconsideration.
- 5.7.4.4 CONTRACTOR shall ensure that services include career-ladder related job development, referral to interviews, and access to job search tools (i.e., computers, internet, phones, fax, e-mail, and workshops). Also, CONTRACTOR shall offer job retention services to all assigned participants.
- 5.7.4.5 CONTRACTOR shall provide ongoing follow-up services to support the participant in successfully entering employment.
- 5.7.4.6 CONTRACTOR shall select one or more One Stop Career Centers to serve each GAIN and provide the following specific tasks in concert with its own One Stops:
 - 5.7.4.6.1 Review assessments to assess participants reading, writing, verbal skills, and level of English proficiency.
 - 5.7.4.6.2 Referral of participants to contracted worksite/classroom training provider for the purpose of entering OJT, PWE, or classroom training;
 - 5.7.4.6.3 On-going participant monitoring; and
 - 5.7.4.6.4 Identification of additional services, which may be needed by Limited English Proficient participants.
- 5.7.4.7 CONTRACTOR shall ensure that its One Stop Career Centers

and subcontracted One Stop Career Centers refer participants within five (5) workdays, to contracted worksite/classroom training providers.

5.7.4.8 CONTRACTOR shall ensure that the One Stop Centers provide written notification immediately to the GAIN liaison if they are unable to refer participants to contracted worksite/classroom training providers within five (5) workdays.

5.7.4.9 CONTRACTOR shall ensure that it's One Stop Career Centers and subcontracted One Stop Career Centers, notify the GAIN liaison within one (1) workday if and when the participant does not attend or decides to drop the Program

5.7.4.10 CONTRACTOR shall ensure its One Stop Career Centers and subcontracted One Stop Career Centers provide transportation and ancillary support services to Welfare-to-Work participants only on an emergency basis.

5.7.5 Payroll Services

CONTRACTOR will provide payroll services to participants participating in PWE and Work Study.

5.7.5.1. CONTRACTOR shall ensure that paychecks are distributed to participants on designated paydays. CONTRACTOR shall record receipt of paychecks by participants. CONTRACTOR shall be solely responsible for accuracy of paychecks

5.7.5.2 CONTRACTOR shall be responsible for the distribution, collection, and retention of participant time records from subcontractors.

5.8 **Performance Measures**

CONTRACTOR shall abide by all standards and expectations contained in this Agreement, including the following:

5.8.1 CONTRACTOR shall develop, coordinate and maintain all service provider directories in such a manner so as to ensure that ninety percent of end users surveyed by COUNTY indicate they easily and successfully referred participants to the appropriate service providers.

5.8.2 CONTRACTOR shall ensure the achievement of a participant component

completion rate of 70 percent for Welfare-to-Work participants enrolled in a TSE activity, excluding Work Study, to be measured and reported on a semi-annual and annual basis and cumulatively beginning the effective date of the Agreement.

- 5.8.3 CONTRACTOR shall achieve an employment/placement rate of 70 percent for CalWORKs participants enrolled in the TSE program, excluding Work Study, to be measured and reported on a semi-annual basis starting the effective date of the Agreement.
- 5.8.4 CONTRACTOR shall track and report to DPSS, employment status of Welfare-to-Work participants on a quarterly basis for the purpose of analyzing the retention rate of participants and to assist in monitoring the effectiveness of employers utilized by One Stop Career Centers.
- 5.8.5 CONTRACTOR shall track the retention rate for a minimum period of ninety days.
- 5.8.6 CONTRACTOR shall ensure that fifty percent 50 percent of Welfare-to-Work participants placed into employment, retain employment for a minimum period of ninety (90) days to be measured and reported on a semi-annual and cumulatively beginning the effective date of the Agreement.
- 5.8.7 Enrolls an estimated number of participants for the following service categories annually:

	<u>FY 07-08</u>	<u>FY 08-09</u>	<u>FY 09-10</u>
PWE Tier 1	508	492	492
PWE Tier 2	411	408	408
Classroom Training	267	262	262
Work Study	614	614	614

- 5.8.8 The performance/rates submitted by CONTRACTOR will be subject to review and verification, as deemed necessary by the COUNTY. The CONTRACTOR's performance/rate may be adjusted if upon review by the COUNTY data is found does not support this performance/rate. The COUNTY will have zero tolerance for any data manipulation committed by the CONTRACTOR.
- 5.8.9 These Performance Measures are consistent with Program, County and/or State/Federal priorities. Should there be a change in Federal, State and/or County policies/regulations, the COUNTY may amend these Measures via an Amendment as provided in Section VIII, Subsection 5.0 of the Agreement.

6.0 TECHNICAL EXHIBITS

TECHNICAL EXHIBIT 6.1

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

6.1.1 INTRODUCTION

This technical exhibit lists the required services which will be monitored by the COUNTY during the term of this Agreement. It indicates the required services, the Standards for performance, maximum deviation from Standard before service will be determined to be unsatisfactory, COUNTY's preferred method of monitoring, and unsatisfactory performance indicator which may be assessed if the service is not satisfactorily provided.

All listings of "required service" or "Standard" used in this Performance Requirements Summary (PRS) are intended to be completely consistent with the main body of this Agreement and Statement of Work (Attachment A), and are not meant in any case to create, extend, revise, or expand any obligation of CONTRACTOR beyond that defined in the main body of this Agreement and Statement of Work. In any case of apparent inconsistency between required services or Standards as stated in the main body of the Agreement, Statement of Work and this PRS, the meaning apparent in the main body and Statement of Work will prevail. If any required service or Standard seems to be created in this PRS which is not clearly and forthrightly set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on CONTRACTOR, and will not be the basis of the assignment of any penalties.

Because the provision of services to public assistance participants is of vital importance to the mission of DPSS, COUNTY expects a high Standard of CONTRACTOR's performance. COUNTY will work with CONTRACTOR to resolve any areas of difficulty brought to the attention of the CCA by CONTRACTOR before the allowable deviation from acceptable Standard should occur. However, it is CONTRACTOR's responsibility to provide the services set forth in the Statement of Work, and summarized in the PRS.

6.1.2 Performance Requirements Summary Chart

The Performance Requirements Summary (PRS) Chart is at the end of this exhibit as Attachment I, and:

6.1.2.1 Column 1 of chart, provides the Section or Paragraph where the required service is referenced.

- 6.1.2.2 Column 2 of chart, defines the Standard of performance for each required service.
- 6.1.2.3 Column 3 of chart shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before COUNTY assesses liquidated damages.
- 6.1.2.4 Column 4 of chart, shows the method of monitoring that will be used by CCA.
- 6.1.2.5 Column 5 of chart, indicates the monthly unsatisfactory performance indicator points to be assessed for exceeding the AQL, for each listed Agreement requirement. These indicators may serve as a baseline for assessing liquidated damages.

6.1.3 Quality Assurance

Each quarter, CONTRACTOR's performance will be compared to this Agreement's Standards and AQL's using the Quality Assurance Monitoring Plan (QAMP).

COUNTY may use a variety of inspection methods to evaluate CONTRACTOR's performance. The methods of monitoring that may be used are:

- 6.1.3.1 Random sampling
- 6.1.3.2 100 percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of CONTRACTOR's performance.
- 6.1.3.3 Review of reports and files maintained by CONTRACTOR.
- 6.1.3.4 On-site evaluations and monitoring.
- 6.1.3.5 Investigation of complaints from CalWORKs participants or public.

6.1.4 Contract Discrepancy Report (CDR)

Performance of a required service is considered acceptable when the number of discrepancies found during Agreement monitoring procedures do not exceed the number of discrepancies allowed by the AQL. When the performance is unacceptable, CONTRACTOR shall be required to respond, within five (5) business days, to a Contract Discrepancy Report (CDR) issued by COUNTY. The CDR will require CONTRACTOR to explain, in writing, the reasons for such unacceptable performance, how performance will be returned to an acceptable level, and how

recurrence of the problem will be prevented. CCA will evaluate CONTRACTOR's explanation and determine if any financial penalties will be assessed. A CDR is at the end of this Attachment as Attachment II to Statement of Work Technical Exhibit 6.1.

6.1.5 Criteria For Acceptable Or Unacceptable Performance

6.1.5.1 Determination of the number of defects that renders a service unsatisfactory:

A sample may be selected at random so that it will be representative of the entire population. It is compared to the Standard, and conclusions are made about CONTRACTOR's performance for the whole group. The random sampling plan includes the following information:

- a. *Acceptable Quality Level (AQL)* - The maximum percent of defects that can be accepted and still meet this Contract's Standard for satisfactory performance;
- b. *Lot Size* - the total number of units or services to be provided monthly;
- c. *Sample Size* - the number of units or services to be checked for a given time period; and
- d. *Acceptance/Rejection Numbers* - the numbers which indicate whether the lot is acceptable or unacceptable.

6.1.5.2 The AQL for each sampling is taken from the PRS. The lot size is determined by estimating how often CONTRACTOR will provide a service during the month. To ensure each service has an equal chance of being selected, a random number table is used to determine the sample.

6.1.5.3 The *Unsatisfactory Performance Indicator (UPI)* points assessed from the sample size shall be applied to the lot size. For example, a sample size of 100 selected from a lot size of 1,000, with an AQL of 10 percent, allows for 10 acceptable discrepancies. If 12 discrepancies are found, the entire lot is considered unsatisfactory. For example, if 10 points per incident are to be assessed, the following formula is used:

- $12/100$ (sample size) = 12%
- $12\% - 10\% = 2\%$ over the AQL
- $12\% \times 1,000$ (lot size) = 120 (# of unacceptable discrepancies)
- 120×10 (UPI points) = 1,200

6.1.5.4 When services are determined to be unsatisfactorily performed in the time stipulated, COUNTY may still require the service be properly performed prior to the next scheduled performance review.

6.1.6 Remedy Of Defects

Notwithstanding a finding of unsatisfactory service and assessment of Unsatisfactory Performance Indicators, CONTRACTOR must, within a time period specified by COUNTY, remedy any and all defects in the provision of CONTRACTOR's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

6.1.7 Unsatisfactory Performance Remedies

When CONTRACTOR's performance does not conform with the requirements of this Agreement including not meeting performance measures, COUNTY will have the option to apply the following nonperformance remedies:

6.1.7.1 Require CONTRACTOR to implement a formal corrective action plan, subject to approval by COUNTY. In the plan, CONTRACTOR must include reasons for the unacceptable performance including not meeting performance measures, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

6.1.7.2 Deduct from CONTRACTOR's payment, pro rata, those applicable portions of the monthly contract sum.

6.1.7.3 Assess deductions in the amount of \$10.00 per point for each Unsatisfactory Performance Indicator (UPI) point exceeding 350 points in one calendar month.

6.1.7.4 Suspend or cancel the Agreement for systematic, deliberate misrepresentations, should the total UPI points exceed 1,000 points during the term of the Agreement.

6.1.7.5 Failure of CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of CONTRACTOR's failure to perform said service(s), as determined by COUNTY, shall be credited to COUNTY on CONTRACTOR's future invoice.

6.1.7.6 Failure of CONTRACTOR to take corrective action with the provided time frame may result in the COUNTY termination of this Agreement pursuant to Part VII, Subsection 53.0 of this Agreement. This Subsection does not preclude COUNTY's right to terminate the Agreement upon thirty (30) days written notice with or without cause, as provided for in Part VII, Subsection 52.0, Termination for Convenience of the COUNTY, herein above.

PERFORMANCE REQUIREMENTS SUMMARY CHART

REFERENCE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION (AQL)	METHOD OF MONITORING	MONTHLY UPI POINTS FOR EXCEEDING THE AQL
Section IX. Further Terms and Conditions, Subsection 8.0 and SOW subsection 4.1.	Resolve participant and civil rights complaints, procedural and any complaints pertaining to Displacement.	0.0 %	100% Review/ MMR	5 points per validated complaint
Section IX. Further Terms and Conditions, Subsection 14	Employee Acknowledgment and Confidentiality Agreement signed by CONTRACTOR employees. A copy of each agreement should be included in the employees' personal files.	0.0 %	100% Inspection	3 points per each agreement not signed and/or filed
Statement of Work, Subsection 1.1.2	CONTRACTOR shall develop a screening process to evaluate providers based on types of services offered and funding sources available if any, prior to placing them on GEARS. PLEASE REVIEW AND COMPARE WITH SUBSECTION 1.1.2. THE LANGUAGE SHOULD BE MUCH MORE SIMILAR.(see revised)	0.0 %	Random Sampling/Review of GEARS	5 points per each provider not on GEARS and should be placed on GEARS
Statement of Work, Subsections 1.4.2, 1.4.3 and , 5.2.3	Monitor all subcontractors by evaluating work performed to ensure that compliance is being met.	0.0 %	Random Sampling/MMR	5 points per each subcontractor not complying with Agreement
Statement of Work, Subsection 5.1.3 Directories	Update monthly, maintain and submit quarterly directories of vocational education and training providers to include all providers and subcontractors listed in Subsection 5.1.1 of Statement of Work.	0.0 %	Random Sampling/ MMR	5 points per each directory not updated monthly and/or per each directory not submitted quarterly

PERFORMANCE REQUIREMENTS SUMMARY CHART

REFERENCE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION (AQL)	METHOD OF MONITORING	MONTHLY UPI POINTS FOR EXCEEDING THE AQL
Statement of Work, Subsection 5.2.2	Market and maintain sufficient WEX, TSE slots to provide unsalaried work assignments to WtW participants.	0.0 %	User Complaints	10 points per each program with insufficient providers
Statement of Work, Subsection 5.2.4	Employ enough bilingual personnel to provide services to participants TO DO WHAT? and provide materials in the languages specified by COUNTY, including, but not limited to English, Spanish, Vietnamese, Cambodian, Armenian, Tagalog, Chinese, Russian and Korean for WEX and TSE.	0.0%	Complaints	10 points for complaint received
Statement of Work, Subsection 5.2.10	Process all claims for Worker's Compensation injuries or illnesses, which may occur in all subcontractors' work sites and work with the State of California Insurance Fund to resolve all claims to the benefit of COUNTY.	0.0%	100% Review/ Complaints	5 points for each claim not processed
Statement of Work, Subsections 5.3.1, 5.3.2 and 5.3.3	Update and maintain GEARS inventory of all vocational education and training providers within five (5) workdays of receiving request by GAIN staff and/or providers and after CONTRACTOR determines a change is necessary.	0.0%	Random Sampling/MMR/ Review of GEARS	3 points per each day late that request was not updated on GEARS
Statement of Work, Subsections 5.4.1 - 5.4.4	CONTRACTOR provides all required operational support.	0.0%	MMR Complaints	5 points per validated complaint, non-attendance at a required meeting

PERFORMANCE REQUIREMENTS SUMMARY CHART

REFERENCE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION (AQL)	METHOD OF MONITORING	MONTHLY UPI POINTS FOR EXCEEDING THE AQL
Section V., Compensation, Subsection 7.0 and Statement of Work, Subsection 5.5.1	Provide Monthly Management Report and Invoices by the last day of the month for each month for the prior month's services.	0.0%	100% Review/ MMR	3 points per each day late
Statement of Work Subsection 5.6	Provide orientation and training to all provider/subcontractor staff who work directly with WtW participants. The training is to be provided within thirty (30) days from the date of employment for each new staff member, and on an as-needed basis, thereafter.	0.0%	Complaints	5 points per each complaint not resolved
Statement of Work Subsection 5.7.1 and 5.7.2	Provide Intermediary services by providing Transitional Subsidized Employment (paid work experience, on-the-job training (OJT), education and employment (classroom training and Work Study to WtW participants in an effort to secure unsubsidized employment in career ladder employment. Priority, revenue permitting, given to adults who have, or are about to reach the CalWORKs 5-year time limit and individuals who have recently entered the GAIN/REP program and have not achieved full-time employment and participants who are homeless or "a risk" of being homeless.	0.0%	0.0%	5 points per participant not given priority who reached their CalWORKs 5-year time limit or are GAIN/REP participants.
Statement of Work Subsection 5.7.4.1	Implement the services mentioned in Statement of Work Subsection 5.7.1 and herein, in a manner that is accessible to WtW participants throughout the County by using its One Stop Career Centers and subcontracted One Stop Career Centers.	0.0%	100% Review	5 points per each One Stop not subcontracted

PERFORMANCE REQUIREMENTS SUMMARY CHART

REFERENCE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION (AQL)	METHOD OF MONITORING	MONTHLY UPI POINTS FOR EXCEEDING THE AQL
Statement of Work Subsection 5.7.4.2	Ensure One Stops and subcontracted One Stops provide job placement services to all participants assigned to Tier Two Subsidized model upon completion of classroom training, paid work experience, and on-the-job training	0.0%	100% Review/ MMR	10 points per participants not placed in employment after completion of training(s)
Statement of Work Subsection 5.7.4.4.	Provide job placement services and assistance to include career-ladder related job development, referral to interviews, and access to job search tools (i.e., computers, internet, phones, fax, e-mail and workshops).	0.0%	Complaints	5 points per each service not provided
Statement of Work Subsection 5.7.4.5	Provide ongoing follow-up services to support the participant in successfully entering employment through a self-directed job search.	0.0%	100% Review/ MMR	5 points per follow up not provided
Statement of Work Subsection 5.7.4.6	One or more One Stop Career Centers to serve each GAIN Region and provide the specific tasks mentioned in Subsections 5.7.4.6.1 through 5.7.4.6.4 of the Statement of Work.	0.0%	Complaints/ MMR	5 points per each GAIN Region not served
Statement of Work Subsections 5.74.7 and 5.7.4.8	One Stops refer participants within five workdays, to contracted worksite/classroom training providers or provide notification to the GAIN liaison, if they are unable to refer participant within five workdays.	0.0%	Complaints/ Random Sampling	5 points per each day after the tenth day
Statement of Work Subsection 5.7.4.9	Ensure subcontractors provide notification within one day to the GAIN liaison when participant does not attend or decides to drop the program.	0.0%	Complaints	5 points per each notification not sent

PERFORMANCE REQUIREMENTS SUMMARY CHART

REFERENCE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION (AQL)	METHOD OF MONITORING	MONTHLY UPI POINTS FOR EXCEEDING THE AQL
Statement of Work Subsection 5.7.5.1	Provide payroll services to participants and distribute paychecks to participants on the designated paydays.	0.0%	Complaints/ Random Sample	10 points per each validated instance of participant not receiving accurate paycheck timely
Statement of Work Subsection 5.7.5.2	Distribute, collect and retain participant's time records from subcontractors	0.0%	100% Review	5 points per participants time records not retained
Statement of Work Subsection 5.7.6.	CONTRACTOR shall provide the COUNTY with data on each WtW participant who receives job placement services, job retention services, and rapid re-employment services.	0.0%	MMR	5 points per each occurrence of placement and employment data not provided for each WtW participant
Statement of Work Subsection 5.8.1	CONTRACTOR shall develop, and maintain all service provider directories in such a manner so as to ensure that 90% of end users surveyed by COUNTY indicate they successfully referred participants to the appropriate service providers,	0.0 %	Random Sampling/MMR/ Review of GEARS/Complaints	10 points per each performance measure requirement not met
Statement of Work Subsections 5.8.2	CONTRACTOR shall achieve a 70% component completion rate for WtW participants enrolled in a TSE activity, excluding Work Study, to be measured/reported semi-annually, annually and cumulatively since the effective date of the Agreement,	0.0 %	Random Sampling/MMR/ Review of GEARS/Complaints	10 points per each performance measure requirement not met
Statement of Work Subsections 5.8.3	CONTRACTOR shall achieve a 70% placement rate for WtW participants enrolled in TSE, excluding Work Study, to be measured/reported semi-annually, annually and since the effective date of the Agreement,	0.0 %	Random Sampling/MMR/ Review of GEARS/Complaints	10 points per each performance measure requirement not met

PERFORMANCE REQUIREMENTS SUMMARY CHART

REFERENCE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION (AQL)	METHOD OF MONITORING	MONTHLY UPI POINTS FOR EXCEEDING THE AQL
Statement of Work Subsections 5.8.4	CONTRACTOR shall track/report to DPSS, employment status of WtW participants quarterly to analyze the retention rate of participants and to assist in monitoring the effectiveness of employers utilized by One Stops,	0.0 %	Random Sampling/MMR/ Review of GEARS/Complaints	10 points per each performance measure requirement not met
Statement of Work Subsections 5.8.5	CONTRACTOR shall track the retention rate for at least 90 days,	0.0 %	Random Sampling/MMR/ Review of GEARS/Complaints	10 points per each performance measure requirement not met
Statement of Work Subsections 5.8.6	CONTRACTOR shall ensure that 50% of WtW participants placed into employment, retain employment for at least 90 days to be measured and reported semi-annually, annually and cumulatively since the effective date of the Agreement,	0.0 %	Random Sampling/MMR/ Review of GEARS/Complaints	10 points per each performance measure requirement not met

PERFORMANCE REQUIREMENTS SUMMARY CHART

REFERENCE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION (AQL)	METHOD OF MONITORING	MONTHLY UPI POINTS FOR EXCEEDING THE AQL
Statement of Work Subsections 5.8.7	<p>Contractor shall ensure that the subcontractors enroll an estimated number of participants in the TSE program for the following components annually:</p> <p><u>FY 07-08</u></p> <p>PWE Tier 1 508</p> <p>PWE Tier 2 411</p> <p>Classroom Training 267</p> <p>Work Study 614</p> <p><u>FY 08-09</u></p> <p>PWE Tier 1 492</p> <p>PWE Tier 2 408</p> <p>Classroom Training 262</p> <p>Work Study 614</p> <p><u>FY 09-10</u></p> <p>PWE Tier 1 492</p> <p>PWE Tier 2 408</p> <p>Classroom Training 262</p> <p>Work Study 614</p>	0.0 %	Random Sampling/MMR/ Review of GEARS/Complaints	10 points per each performance measure requirement not met

CONTRACT DISCREPANCY REPORT

TO: _____
FROM: _____

DATES: Prepared: _____
Returned by Contractor: _____
Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of QAE/CCA _____ Date _____

CONTRACTOR'S RESPONSE (Cause and Corrective Action):

Signature of Contract Manager _____ Date _____

COUNTY EVALUATION OF CONTRACTOR'S RESPONSE:

Signature of QAE/CCA _____ Date _____

COUNTY'S ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION: _____

CCA's Signature and Date

Contract Representative's Signature and Date

TECHNICAL EXHIBIT 6.2

MONTHLY MANAGEMENT REPORT (MMR)

(PER STATEMENT OF WORK, SUBPARAGRAPH 5.6.1)

- 6.2.1 CONTRACTOR will develop the format for the Monthly Management Report (MMR), to be pre-approved by COUNTY, within ten (10) business days of Agreement approval. The MMR will be submitted with CONTRACTOR's invoice, by the fifteenth after the end of each month for the prior month's services. The MMR, at a minimum, will include, but not be limited to, the following information:
- 6.2.1.1 CONTRACTOR's Monthly Operational/Administrative costs invoice.
 - 6.2.1.2 CONTRACTOR's Quarterly Operational/Administrative reconciliation invoice sent during the reporting month.
 - 6.2.1.3 Any new subcontracts entered into or in the process of entering into.
 - 6.2.1.4 A monitoring report summary for each subcontractor/work site monitored by CONTRACTOR during the reporting month.
 - 6.2.1.5 On a quarterly basis, or upon COUNTY request, CONTRACTOR shall submit updated directories, to include a summary of the total number of providers added during the quarter, from the following:
 - 6.2.1.5.1 Community-Based Organization Training Vendor (CTVD),
 - 6.2.1.5.2 Work Study Provider
 - 6.2.1.5.3 Family Preservation Network (FPP)
 - 6.2.1.5.4 One Stop Centers (OS)
 - 6.2.1.5.5 Public Training Vendor (PTVD)
 - 6.2.1.5.6 Remediation Provider (REM) and to include level of English proficiency
 - 6.2.1.5.7 State Department of Rehabilitation Provider (SDR)
 - 6.2.1.5.8 Support Service Provider (SSP)
 - 6.2.1.5.9 Vocational Training Provider (VOC) and to include level of English proficiency
 - 6.2.1.5.10 Work Experience Provider (WEX)
 - 6.2.1.6 A detailed summary of any task(s) CONTRACTOR has in progress or has completed, such as but not limited to:
 - 6.2.1.6.1 Incoming phone calls by GAIN Service Workers and providers, and confirmation that the calls are updated on GEARS within five days;

- 6.2.1.6.2 The maintenance of all directories and confirmation that they were updated maintained and distributed timely.
 - 6.2.1.6.3 The marketing and maintenance of sufficient WEX providers and any outreach being done to maintain sufficient providers;
 - 6.2.1.6.4 Any surveys CONTRACTOR has/will conduct;
 - 6.2.1.6.5 Any outstanding corrective actions as a result of CONTRACTOR's monitoring;
 - 6.2.1.6.6 Worker's Compensation claims and confirmation that the claims are processed within 24 hours;
 - 6.2.1.6.7 Semi-annual review of information on GEARS to determine accuracy.
- 6.2.1.7 CONTRACTOR's suggested program improvements and/or adjustments of inventory.
- 6.2.1.8 CONTRACTOR shall provide COUNTY with performance data of each CalWORKs participant enrolled in education and employment training courses from enrollment to completion, even if completion is after the term of this contract.
- 6.2.1.9 CONTRACTOR shall provide COUNTY with data on each CalWORKs participant who received ongoing assessment, job development and placement management services.

ATTACHMENT B
CONTRACTOR'S BUDGET

CONTRACT BUDGET

Transitional Subsidized Employment

PROJECT NAME:	<u>City of Hawthorne - GAIN</u>		
CONTRACTOR:	<u>City of Hawthorne/SBWIB</u>	CONTACT PERSON:	<u>Sidney D. Smoot</u>
CONTRACT PERIOD:	<u>7/01/07 - 6/30/08</u>	TELEPHONE NUMBER:	<u>310.970.7796</u>

ADMINISTRATIVE COSTS:

DIRECT COSTS

Salaries & Benefits (See Personnel Schedule)	Total Cost
<u>Case Management/Administrative Staff:</u>	
Salaries	\$ 394,676.44
Fringe Benefits	\$ 142,864.92
Personnel Subtotal	\$ 537,541.36

OPERATING COSTS (1)	Monthly Cost	Yearly Cost
Supplies	539.44	\$ 6,473.26
Mileage (rate per mile x estimated mileage)	500.00	\$ 6,000.00
Postage	96.42	\$ 1,157.00
Equipment (other than EDP)		
Printing		
Provider Training		
Rent	-	
Utilities	-	
Telephones	-	
Other (must be itemized)	3,313.33	\$ 39,760.00
	-	
Operating Costs - Subtotal	4,449.19	\$ 53,390.26

INDIRECT COSTS (List all appropriate)

(17.5% of Personnel Salaries. See Personnel Schedule)

Indirect Cost - Subtotal	5,755.70	\$ 69,068.38
Total Administrative Cost		\$ 660,000.00

DIRECT SERVICES COSTS:

DIRECT SERVICES TIER 1	\$ 1,780,000.00
DIRECT SERVICES TIER 2	\$ 3,560,000.00
Grand Total Contract Cost	\$ 6,000,000.00

Footnotes:

- (1) All Operating costs must be reasonable and prorated by the percentage of uses in serving CalWORKs participants if costs includes other programs cost.
- (2) DPSS prior approval is required for purchases of any Information Technology (IT) equipment. Attach EDP Equipment Schedule.

Contract Budget
Operating Costs
07/01/07 - 06/30/08

Line Item: Other

	Monthly	Yearly
Check Processing *	\$3,063.33	\$36,760.00
(Paid WEX)		
Bank Charges at \$250 per month	\$250.00	\$3,000.00
Totals:	\$3,313.33	<u>\$39,760.00</u>

* Based upon 919 participants receiving 10 checkss at \$4.00 a check.

PERSONNEL SCHEDULE

CONTRACTOR: City of Hawthorne
CONTRACT PERIOD: 7/01/07 - 6/30/08

CONTACT PERSON: Sidney Smoot
TELEPHONE NUMBER: 310.970.7700

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST	TERM OF BUDGET		TOTAL COST
Jan Vogel	Executive Dir.	1	18,007.92	3	540.24	6,482.85	12 mo		6,482.85
Robert Mejia	Emp. Serv. Mgr	1	9,612.00	2	192.24	2,306.88	12 mo		2,306.88
Charles Douglas	Auditor	1	2,662.75	35	931.96	11,183.55	12 mo		11,183.55
Tudorita Giulea	Fiscal Coord	1	9,006.00	35	3,152.10	37,825.20	12 mo		37,825.20
Catherine Blaylock	Sr. EDS	1	8,470.00	35	2,964.50	35,574.00	12 mo		35,574.00
Sub Total Salaries:					\$ 7,781.04	93,372.48			\$ 93,372.48

EMPLOYEE BENEFITS BY CLASSIFICATION	Jan Vogel	Robert Mejia	Charles Douglas	Tudorita Giulia	Catherine Blaylock	(4)	TOTAL
Health Plan (2)					-		-
Dental Plan					-		-
Retirement	2,136.84	760.38	-	12,467.75	11,725.72		27,090.69
SUI							
Social Security							
Worker's Compensation	276.17	26.76	129.73	438.77	412.66		1,284.09
Long Term Disability							-
Holidays							-
Sick Leave	374.01	53.24	-	454.62	-		881.87
Vacation	57.70	137.08	-	2,248.07	2,114.13		4,556.98
Other (Medicare/Unemployment)	121.88	43.37	195.71	711.11	668.79		1,740.86
Life Insurance							-
Fringe Benefits per Classification					-		-
Fringe Benefit Subtotal	2,966.60	1,020.83	325.44	16,320.32	14,921.30		35,554.49
Total # of Positions by Classification	1.00	1.00	1.00	1.00	1.00		
Sub Total Fringe Benefits (3):	2,966.60	1,020.83	325.44	16,320.32	14,921.30		35,554.49

Footnotes:

- (1) Contractors must be in compliance with the County's Living Wage Ordinance.
- (2) Indicate if Cafeteria Plan
- (3) Fringe Benefits Subtotal per Classification x number of position
- (4) Change the column heading to the name of the position and provide benefit information for that position

PERSONNEL SCHEDULE

CONTRACTOR: City of Hawthorne
CONTRACT PERIOD: 7/01/07 - 6/30/08

CONTACT PERSON: Sidney Smoot
TELEPHONE NUMBER: 310.970.7700

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST	TERM OF BUDGET		TOTAL COST
Tracey Cannon	EDS	1	7,497.00	22	1,649.34	19,792.08	12 mo		19,792.08
Rosemarie Sweeney	EDS	1	3,694.17	35	1,292.96	15,515.51	12 mo		15,515.51
Tamika Hambrick	EDA II	1	5,633.00	80	4,506.40	54,076.80	12 mo		54,076.80
Kevin Fleming	Sr. Account Clerk	1	4,447.67	75	3,335.75	40,029.03	12 mo		40,029.03
Leticia Rhodes	Admin Assistant	1	6,109.92	45	2,749.46	32,993.57	12 mo		32,993.57
Sub Total Salaries:					\$ 13,533.92	\$ 162,406.99			\$ 162,406.99

EMPLOYEE BENEFITS BY CLASSIFICATION	Tracey Cannon	Rosemarie Sweeney	Tamika Hambrick	Kevin Fleming	Leticia Rhodes	(4)	TOTAL
Health Plan (2)	-	-			-		-
Dental Plan	-				-		-
Retirement	6,523.77	-	17,824.52	13,194.16	10,875.17		48,417.62
SUI							
Social Security							
Worker's Compensation	229.59	179.98	627.29	464.34	382.73		1,883.93
Long Term Disability							
Holidays							-
Sick Leave	-	-	-	923.75	-		923.75
Vacation	1,166.13	-	3,213.51	2,347.30	2,577.98		9,304.92
Other (Medicare/Unemployment)	372.09	271.52	1,016.64	752.55	620.28		3,033.08
Life Insurance					-		-
Fringe Benefits per Classification	-				-		-
Fringe Benefit Subtotal	8,291.58	451.50	22,681.96	17,682.10	14,456.16		63,563.30
Total # of Positions by Classification	1	1	1	1	1		
Sub Total Fringe Benefits (3):	\$8,291.58	\$451.50	\$22,681.96	\$17,682.10	\$14,456.16		\$63,563.30

Footnotes:

- (1) Contractors must be in compliance with the County's Living Wage Ordinance.
(2) Indicate if Cafeteria Plan
(3) Fringe Benefits Subtotal per Classification x number of position
(4) Change the column heading to the name of the position and provide benefit information for that position

PERSONNEL SCHEDULE

CONTRACTOR: City of Hawthorne
CONTRACT PERIOD: 7/01/07 - 6/30/08

CONTACT PERSON: Sidney Smoot
TELEPHONE NUMBER: 310.970.7700

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST	TERM OF BUDGET		TOTAL COST
David Greene	EDS	1	6,093.00	25	1,523.25	18,279.00	12 mo		18,279.00
Timeisha Winfield	EDA	1	5,355.67	50	2,677.84	32,134.02	12 mo		32,134.02
Oscar Robles	EDA	1	4,995.50	25.5	1,273.85	15,286.23	12 mo		15,286.23
Francisco Carillo	Sr. Account Clerk	1	4,061.08	75	3,045.81	36,549.72	12 mo		36,549.72
New Hire	EDA	1	3,054.00	100	3,054.00	36,648.00	12 mo		36,648.00
Sub Total Salaries:					11,574.75	138,896.97			138,896.97
Total Salaries: \$394,676.44									

EMPLOYEE BENEFITS BY CLASSIFICATION	David Greene	Timeisha Winfield	Oscar Robles	Francisco Carillo	New Hire EDA	(4)	TOTAL
Health Plan (2)	-	-	-	-	-		
Dental Plan	-	-	-	-	-		
Retirement	6,025.03	10,591.85	5,038.57	12,047.35	-		33,702.80
SUI							
Social Security							
Worker's Compensation	212.04	372.75	177.32	423.98	425.12		1,611.21
Long Term Disability							
Holidays							
Sick Leave	-	293.54	-	-			293.54
Vacation	711.11	1,822.06	895.16	2,099.97	-		5,528.30
Other (Medicare/Unemployment)	343.65	604.12	287.38	687.15	688.98		2,611.28
Life Insurance	-	-	-	-	-		
Fringe Benefits per Classification	-	-	-	-	-		
Fringe Benefit Subtotal	7,291.83	13,684.32	6,398.43	15,258.45	1,114.10		\$43,747.13
Total # of Positions by Classification	1	1	1	1	1		
SubTotal Fringe Benefits (3):	\$7,291.83	\$13,684.32	\$6,398.43	\$15,258.45	\$1,114.10		\$43,747.13
Total Benefits: \$142,864.92							

Footnotes:

- (1) Contractors must be in compliance with the County's Living Wage Ordinance.
- (2) Indicate if Cafeteria Plan
- (3) Fringe Benefits Subtotal per Classification x number of position
- (4) Change the column heading to the name of the position and provide benefit information for that position

Transitional Subsidized Employment Projections (508) Tier 1 (July 1 to December 31, 2007 @ \$7.50 hr)

PROJECT NAME: City of Hawthorne - GAIN

CONTRACTOR: City of Hawthorne/SBWIB
CONTRACT PERIOD: 7/01/07 - 6/30/08

CONTACT PERSON: Sidney D. Smoot
TELEPHONE NUMBER: 310.970.7796

LIST TYPES OF SERVICE:	ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1 Paid Work Experience	155	\$ 3,305.00 ⁽¹⁾	\$ 512,275.00
2 Paid Work Experience - General GAIN Population	25	\$ 3,305.00	\$ 82,625.00
3 Paid Work Experience - Homeless	25	\$ 3,305.00	\$ 82,625.00
4 Paid Work Experience - LEP	25	\$ 3,305.00	\$ 82,625.00
5 Paid Work Experience - Specialized Supportive Services	25	\$ 3,305.00	\$ 82,625.00
6 Cal Poly - Peer Mentoring	7	\$ 6,615.00 ⁽²⁾	\$ 46,305.00
Total No. Served: 262			
Support Services			\$ 240.00
Direct Services Total:			\$ 889,320.00

(1) Includes salary paid to participants [\$7.50 per hour for 400 hours] and employer tax costs [FICA & Medicare @ 7.65% and WC at a flat rate of \$75.50 per participant]

(2) Includes salary paid to participants [\$9.00 per hour @ 15 hours per week for 45 weeks] and employer tax costs [FICA & Medicare @ 7.65% and WC at a flat rate of \$75.50 per participant]

Transitional Subsidized Employment Projections (508) Tier 1 (January 1 to June 30, 2008 @ \$8.00 hr)

PROJECT NAME: City of Hawthorne - GAIN

CONTRACTOR: City of Hawthorne/SBWIB
CONTRACT PERIOD: 7/01/07 - 6/30/08

CONTACT PERSON: Sidney D. Smoot
TELEPHONE NUMBER: 310.970.7796

LIST TYPES OF SERVICE:	ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1 Paid Work Experience	138	\$ 3,520.00 ⁽¹⁾	\$ 485,760.00
2 Paid Work Experience - General GAIN Population	25	\$ 3,520.00	\$ 88,000.00
3 Paid Work Experience - Homeless	25	\$ 3,520.00	\$ 88,000.00
4 Paid Work Experience - LEP	25	\$ 3,520.00	\$ 88,000.00
5 Paid Work Experience - Specialized Supportive Services	25	\$ 3,520.00	\$ 88,000.00
6 Cal Poly - Peer Mentoring	8	\$ 6,615.00 ⁽²⁾	\$ 52,920.00
Total No. Served: 246			
Support Services			\$ -
Direct Services Total:			\$ 890,680.00

(1) Includes salary paid to participants [\$8.00 per hour for 400 hours] and employer tax costs [FICA & Medicare @ 7.65% and WC at a flat rate of \$75.50 per participant]

(2) Includes salary paid to participants [\$9.00 per hour @ 15 hours per week for 45 weeks] and employer tax costs [FICA & Medicare @ 7.65% and WC at a flat rate of \$75.50 per participant]

Transitional Subsidized Employment Projections (678pts) Tier 2 (July 1 to December 31, 2007 @ \$7.50 hr)

PROJECT NAME: City of Hawthorne - GAIN

CONTRACTOR: City of Hawthorne/SBWIB
CONTRACT PERIOD: 7/01/07 - 6/30/08

CONTACT PERSON: Sidney D. Smoot
TELEPHONE NUMBER: 310.970.7796

LIST TYPES OF SERVICE:	ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1 Classroom Training	124	\$ 4,000.00 (1)	\$ 496,000.00
2 Paid Work Experience (PWE)/On the Job Training (OJT)	120	\$ 3,305.00 (2)	\$ 396,600.00
3 Classroom Training - General GAIN Population	12	\$ 4,000.00	\$ 48,000.00
4 Paid Work Experience (PWE)/On the Job Training (OJT) General GAIN Population	12	\$ 3,305.00	\$ 39,660.00
5 Paid Work Experience - Homeless	25	\$ 3,305.00	\$ 82,625.00
Paid Work Experience - LEP	25	\$ 3,305.00	\$ 82,625.00
6 Paid Work Experience - Specialized Supportive Services	25	\$ 3,305.00	\$ 82,625.00
7 One Stop Assessment, Job Development and Case Management Services	343	\$ 1,600.00 (3)	\$ 548,800.00

Total No. Served: 343

Support Services

\$ 3,065.00

Direct Services Total:

\$ 1,780,000.00

(1) Maximum allowable tuition payable to SBWIB/I-TRAIN contracted classroom training providers per participant.

(2) Includes salary paid to participants [\$7.50 per hour for 400 hours] and employer tax costs [FICA & Medicare @ 7.65% and WC at a flat rate of \$75.50 per participant]

(3) Worksource Center/One Stop fee for participants enrolled into any component (Classroom Training, PAID WEX, or OJT) under this tier.

**Transitional Subsidized Employment Projections (678 pts)
Tier 2 @ (January 1 to June 30, 2008 @ \$8.00 hr)**

PROJECT NAME: City of Hawthorne - GAIN

CONTRACTOR: City of Hawthorne/SBWIB
CONTRACT PERIOD: 7/01/07 - 6/30/08

CONTACT PERSON: Sidney D. Smoot
TELEPHONE NUMBER: 310.970.7796

LIST TYPES OF SERVICE:	ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1 Classroom Training	118	\$ 4,000.00 (1)	\$ 472,000.00
2 Paid Work Experience (PWE)/On the Job Training (OJT)	116	\$ 3,520.00 (2)	\$ 408,320.00
3 Classroom Training - General GAIN Population	13	\$ 4,000.00	\$ 52,000.00
4 Paid Work Experience (PWE)/On the Job Training (OJT) General GAIN Population	13	\$ 3,520.00	\$ 45,760.00
5 Paid Work Experience - Homeless	25	\$ 3,520.00	\$ 88,000.00
Paid Work Experience - LEP	25	\$ 3,520.00	\$ 88,000.00
6 Paid Work Experience - Specialized Supportive Services	25	\$ 3,520.00	\$ 88,000.00
7 One Stop Assessment, Job Development and Case Management Services	335	\$ 1,600.00 (3)	\$ 536,000.00

Total No. Served: 335

Support Services

\$ 1,920.00

Direct Services Total:

\$ 1,780,000.00

(1) Maximum allowable tuition payable to SBWIB/I-TRAIN contracted classroom training providers per participant.

(2) Includes salary paid to participants [\$8.00 per hour for 400 hours] and employer tax costs [FICA & Medicare @ 7.65% and WC at a flat rate of \$75.50 per participant]

(3) Worksource Center/One Stop fee for participants enrolled into any component (Classroom Training, PAID WEX, or OJT) under this tier.

CONTRACT BUDGET

Transitional Subsidized Employment

PROJECT NAME:	City of Hawthorne - GAIN		
CONTRACTOR:	City of Hawthorne/SBWIB	CONTACT PERSON:	Sidney D. Smoot
CONTRACT PERIOD:	7/01/08 - 6/30/09	TELEPHONE NUMBER:	310.970.7796

ADMINISTRATIVE COSTS:

DIRECT COSTS

Salaries & Benefits (See Personnel Schedule)	Total Cost
 <u>Case Management/Administrative Staff:</u>	
Salaries	\$ 395,252.68
Fringe Benefits	\$ 143,205.25
Personnel Subtotal	\$ 538,457.93

OPERATING COSTS (1)	<u>Monthly Cost</u>	<u>Yearly Cost</u>
Supplies	454.65	\$ 5,455.85
Mileage (rate per mile x estimated mileage)	500.00	\$ 6,000.00
Postage	159.75	\$ 1,917.00
Equipment (other than EDP)		
Printing		
Provider Training		
Rent	-	
Utilities	-	
Telephones	-	
Other (must be itemized)	3,250.00	\$ 39,000.00
	-	
Operating Costs - Subtotal	4,364.40	\$ 52,372.85

INDIRECT COSTS (List all appropriate)		
(17.5% of Personnel Salaries. See Personnel Schedule)		
Indirect Cost - Subtotal	5,764.10	\$ 69,169.22
Total Administrative Cost		\$ 660,000.00

DIRECT SERVICES COSTS:

DIRECT SERVICES TIER 1	\$ 1,780,000.00
DIRECT SERVICES TIER 2	\$ 3,560,000.00
Grand Total Contract Cost	\$ 6,000,000.00

Footnotes:

- (1) All Operating costs must be reasonable and prorated by the percentage of uses in serving CalWORKs participants if costs includes other programs cost.
- (2) DPSS prior approval is required for purchases of any Information Technology (IT) equipment. Attach EDP Equipment Schedule.

Contract Budget
Operating Costs
07/01/08 - 06/30/09

Line Item: Other

	Monthly	Yearly
Check Processing *	\$3,000.00	\$36,000.00
(Paid WEX)		
Bank Charges at \$250 per month	\$250.00	\$3,000.00
Totals:	\$3,250.00	<u>\$39,000.00</u>

* Based upon 900 participants receiving 10 checkss at \$4.00 a check.

PERSONNEL SCHEDULE

CONTRACTOR: City of Hawthorne
 CONTRACT PERIOD: 7/01/08 - 6/30/09

CONTACT PERSON: Sidney Smoot
 TELEPHONE NUMBER: 310.970.7700

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST	TERM OF BUDGET		TOTAL COST
Jan Vogel	Executive Dir.	1	19,088.42	3	572.65	6,871.83	12 mo		6,871.83
Robert Mejia	Emp. Serv. Mgr	1	10,188.75	2	203.78	2,445.30	12 mo		2,445.30
Charles Douglas	Auditor	1	2,822.50	30	846.75	10,161.00	12 mo		10,161.00
Tudorita Giulea	Fiscal Coord	1	9,546.33	30	2,863.90	34,366.79	12 mo		34,366.79
Catherine Blaylock	Sr. EDS	1	8,978.17	29	2,603.67	31,244.03	12 mo		31,244.03
Sub Total Salaries:					\$ 7,090.75	85,088.95			\$ 85,088.95
EMPLOYEE BENEFITS BY CLASSIFICATION									
			Jan Vogel	Robert Mejia	Charles Douglas	Tudorita Giulia	Catherine Blaylock	(4)	TOTAL
Health Plan (2)							-		-
Dental Plan							-		-
Retirement			2,265.06	806.01	-	11,327.81	10,298.50		24,697.38
SUI									
Social Security									
Worker's Compensation			292.74	28.37	117.87	398.65	362.43		1,200.06
Long Term Disability									-
Holidays									-
Sick Leave			396.45	56.43	-	413.05	-		865.93
Vacation			61.16	145.31	-	2,042.52	1,856.80		4,105.79
Other (Medicare/Unemployment)			129.19	45.97	177.82	646.10	587.39		1,586.47
Life Insurance									-
Fringe Benefits per Classification							-		-
Fringe Benefit Subtotal			3,144.60	1,082.09	295.69	14,828.13	13,105.12		32,455.63
Total # of Positions by Classification			1.00	1.00	1.00	1.00	1.00		
Sub Total Fringe Benefits (3):			3,144.60	1,082.09	295.69	14,828.13	13,105.12		32,455.63

Footnotes:

- (1) Contractors must be in compliance with the County's Living Wage Ordinance.
- (2) Indicate if Cafeteria Plan
- (3) Fringe Benefits Subtotal per Classification x number of position
- (4) Change the column heading to the name of the position and provide benefit information for that position

PERSONNEL SCHEDULE

CONTRACTOR: City of Hawthorne
CONTRACT PERIOD: 7/01/08 - 6/30/09

CONTACT PERSON: Sidney Smoot
TELEPHONE NUMBER: 310.970.7700

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST	TERM OF BUDGET		TOTAL COST
Tracey Cannon	EDS	1	7,946.75	20	1,589.35	19,072.20	12 mo		19,072.20
Rosemarie Sweeney	EDS	1	3,915.75	30	1,174.73	14,096.70	12 mo		14,096.70
Tamika Hambrick	EDA II	1	5,970.92	80	4,776.74	57,320.83	12 mo		57,320.83
Kevin Fleming	Sr. Account Clerk	1	4,714.50	75	3,535.88	42,430.50	12 mo		42,430.50
Leticia Rhodes	Admin Assistant	1	6,476.50	43	2,784.90	33,418.74	12 mo		33,418.74
Sub Total Salaries:					\$ 13,861.58	\$ 166,338.97			\$ 166,338.97

EMPLOYEE BENEFITS BY CLASSIFICATION	Tracey Cannon	Rosemarie Sweeney	Tamika Hambrick	Kevin Fleming	Leticia Rhodes	(4)	TOTAL
Health Plan (2)	-	-			-		-
Dental Plan	-				-		-
Retirement	6,286.48	-	18,893.80	13,985.73	11,015.32		50,181.33
SUI							
Social Security							
Worker's Compensation	221.24	163.52	664.92	492.19	387.66		1,929.53
Long Term Disability							
Holidays							-
Sick Leave	-	-	-	979.17	-		979.17
Vacation	1,123.71	-	3,406.29	2,488.12	2,611.21		9,629.33
Other (Medicare/Unemployment)	358.56	246.69	1,077.63	797.69	628.27		3,108.84
Life Insurance					-		-
Fringe Benefits per Classification	-				-		-
Fringe Benefit Subtotal	7,989.99	410.21	24,042.64	18,742.90	14,642.46		65,828.20
Total # of Positions by Classification	1	1	1	1	1		
Sub Total Fringe Benefits (3):	\$7,989.99	\$410.21	\$24,042.64	\$18,742.90	\$14,642.46		\$65,828.20

Footnotes:

- (1) Contractors must be in compliance with the County's Living Wage Ordinance.
- (2) Indicate if Cafeteria Plan
- (3) Fringe Benefits Subtotal per Classification x number of position
- (4) Change the column heading to the name of the position and provide benefit information for that position

PERSONNEL SCHEDULE

CONTRACTOR: City of Hawthorne
CONTRACT PERIOD: 7/01/08 - 6/30/09

CONTACT PERSON: Sidney Smoot
TELEPHONE NUMBER: 310.970.7700

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST	TERM OF BUDGET		TOTAL COST
David Greene	EDS	1	6,458.58	25	1,614.65	19,375.74	12 mo		19,375.74
Timeisha Winfield	EDA	1	5,677.00	45	2,554.65	30,655.80	12 mo		30,655.80
Oscar Robles	EDA	1	5,295.25	25.5	1,350.29	16,203.47	12 mo		16,203.47
Francisco Carillo	Sr. Account Clerk	1	4,304.75	75	3,228.56	38,742.75	12 mo		38,742.75
New Hire	EDA	1	3,237.25	100	3,237.25	38,847.00	12 mo		38,847.00
Sub Total Salaries:					11,985.40	143,824.76			143,824.76

Total Salaries: \$395,252.68

EMPLOYEE BENEFITS BY CLASSIFICATION	David Greene	Timeisha Winfield	Oscar Robles	Francisco Carillo	New Hire EDA	(4)	TOTAL
Health Plan (2)	-	-	-	-	-		
Dental Plan	-	-	-	-	-		
Retirement	6,386.54	10,104.61	5,340.91	12,770.19	-		34,602.25
SUI							
Social Security							
Worker's Compensation	224.76	355.61	187.96	449.42	450.63		1,668.38
Long Term Disability							
Holidays							
Sick Leave	-	280.04	-	-	-		280.04
Vacation	753.77	1,738.25	948.87	2,225.96	-		5,666.85
Other (Medicare/Unemployment)	364.26	576.33	304.63	728.36	730.32		2,703.90
Life Insurance	-	-	-	-	-		
Fringe Benefits per Classification	-	-	-	-	-		
Fringe Benefit Subtotal	7,729.33	13,054.84	6,782.37	16,173.93	1,180.95		\$44,921.42
Total # of Positions by Classification	1	1	1	1	1		
SubTotal Fringe Benefits (3):	\$7,729.33	\$13,054.84	\$6,782.37	\$16,173.93	\$1,180.95		\$44,921.42

Total Benefits: \$143,205.25

Footnotes:

- (1) Contractors must be in compliance with the County's Living Wage Ordinance.
- (2) Indicate if Cafeteria Plan
- (3) Fringe Benefits Subtotal per Classification x number of position
- (4) Change the column heading to the name of the position and provide benefit information for that position

Transitional Subsidized Employment Projections (492 pts) Tier 1

PROJECT NAME: City of Hawthorne - GAIN

CONTRACTOR: City of Hawthorne/SBWIB
CONTRACT PERIOD: 7/01/08 - 6/30/09

CONTACT PERSON: Sidney D. Smoot
TELEPHONE NUMBER: 310.970.7796

LIST TYPES OF SERVICE:		ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1	Paid Work Experience	277	\$ 3,520.00 (1)	\$ 975,040.00
2	Paid Work Experience - General GAIN Population	50	\$ 3,520.00	\$ 176,000.00
3	Paid Work Experience - Homeless	50	\$ 3,520.00	\$ 176,000.00
4	Paid Work Experience - LEP	50	\$ 3,520.00	\$ 176,000.00
5	Paid Work Experience - Specialized Supportive Services	50	\$ 3,520.00	\$ 176,000.00
6	Cal Poly - Peer Mentoring	15	\$ 6,615.00 (2)	\$ 99,225.00
Total No. Served:		492		
Support Services				\$ 1,735.00
Direct Services Total:				\$ 1,780,000.00

(1) Includes salary paid to participants [\$8.00 per hour for 400 hours] and employer tax costs [FICA & Medicare @ 7.65% and WC at a flat rate of \$75.50 per participant]

(2) Includes salary paid to participants [\$9.00 per hour @ 15 hours per week for 45 weeks] and employer tax costs [FICA & Medicare @ 7.65% and WC at a flat rate of \$75.50 per participant]

Transitional Subsidized Employment Projections (670 pts) Tier 2

PROJECT NAME: City of Hawthorne - GAIN

CONTRACTOR: City of Hawthorne/SBWIB
CONTRACT PERIOD: 7/01/08 - 6/30/09

CONTACT PERSON: Sidney D. Smoot
TELEPHONE NUMBER: 310.970.7796

LIST TYPES OF SERVICE:	ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1 Classroom Training	237	\$ 4,000.00 (1)	\$ 948,000.00
2 Paid Work Experience (PWE)/On the Job Training (OJT)	233	\$ 3,520.00 (2)	\$ 820,160.00
3 Classroom Training - General GAIN Population	25	\$ 4,000.00	\$ 100,000.00
4 Paid Work Experience (PWE)/On the Job Training (OJT) General GAIN Population	25	\$ 3,520.00	\$ 88,000.00
5 Paid Work Experience - Homeless	50	\$ 3,520.00	\$ 176,000.00
Paid Work Experience - LEP	50	\$ 3,520.00	\$ 176,000.00
6 Paid Work Experience - Specialized Supportive Services	50	\$ 3,520.00	\$ 176,000.00
7 One Stop Assessment, Job Development and Case Management Services	670	\$ 1,600.00 (3)	\$ 1,072,000.00
Total No. Served: 670			
Support Services			\$ 3,840.00
Direct Services Total:			\$ 3,560,000.00

(1) Maximum allowable tuition payable to SBWIB/I-TRAIN contracted classroom training providers per participant.

(2) Includes salary paid to participants [\$8.00 per hour for 400 hours] and employer tax costs [FICA & Medicare @ 7.65% and WC at a flat rate of \$75.50 per participant]

(3) Worksource Center/One Stop fee for participants enrolled into any component (Classroom Training, PAID WEX, or OJT) under this tier.

CONTRACT BUDGET

Transitional Subsidized Employment

PROJECT NAME:	City of Hawthorne - GAIN		
CONTRACTOR:	City of Hawthorne/SBWIB	CONTACT PERSON:	Sidney D. Smoot
CONTRACT PERIOD:	7/01/09 - 6/30/10	TELEPHONE NUMBER:	310.970.7796

ADMINISTRATIVE COSTS:

DIRECT COSTS

Salaries & Benefits (See Personnel Schedule)

Total Cost

Case Management/Administrative Staff:

Salaries	\$	396,307.81
Fringe Benefits	\$	142,021.88
Personnel Subtotal	\$	538,329.69

OPERATING COSTS (1)

Monthly Cost

Yearly Cost

Supplies	449.95	\$	5,399.44
Mileage (rate per mile x estimated mileage)	500.00	\$	6,000.00
Postage	159.75	\$	1,917.00
Equipment (other than EDP)		\$	-
Printing			
Provider Training			
Rent	-		
Utilities	-		
Telephones	-		
Other (must be itemized)	3,250.00	\$	39,000.00
Operating Costs - Subtotal	4,359.70	\$	52,316.44

INDIRECT COSTS (List all appropriate)

(17.5% of Personnel Salaries. See Personnel Schedule)

Indirect Cost - Subtotal	5,779.49	\$	69,353.87
Total Administrative Cost		\$	660,000.00

DIRECT SERVICES COSTS:

DIRECT SERVICES TIER 1	\$	1,780,000.00
DIRECT SERVICES TIER 2	\$	3,560,000.00
Grand Total Contract Cost	\$	6,000,000.00

Footnotes:

- (1) All Operating costs must be reasonable and prorated by the percentage of uses in serving CalWORKs participants if costs includes other programs cost.
- (2) DPSS prior approval is required for purchases of any Information Technology (IT) equipment. Attach EDP Equipment Schedule.

Contract Budget
Operating Costs
07/01/09 – 06/30/10

Line Item: Other

	Monthly	Yearly
Check Processing *	\$3,000.00	\$36,000.0
(Paid WEX)		0
Bank Charges at \$250 per month	\$250.00	\$3,000.00
		<hr/>
Totals:	\$3,250.00	\$39,000.0
		0

* Based upon 900 participants receiving 10 checks at \$4.00 a check.

PERSONNEL SCHEDULE

CONTRACTOR: City of Hawthorne
CONTRACT PERIOD: 7/01/09 - 6/30/10

CONTACT PERSON: Sidney Smoot
TELEPHONE NUMBER: 310.970.7700

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST	TERM OF BUDGET		TOTAL COST
Jan Vogel	Executive Dir.	1	20,233.67	3	607.01	7,284.12	12 mo		7,284.12
Robert Mejia	Emp. Serv. Mgr	1	10,800.08	2	216.00	2,592.02	12 mo		2,592.02
Charles Douglas	Auditor	1	2,991.83	30	897.55	10,770.59	12 mo		10,770.59
Tudorita Giulea	Fiscal Coord	1	10,119.17	30	3,035.75	36,429.01	12 mo		36,429.01
Catherine Blaylock	Sr. EDS	1	9,516.92	28	2,664.74	31,976.85	12 mo		31,976.85
Sub Total Salaries:					\$ 7,421.05	89,052.59			\$ 89,052.59

EMPLOYEE BENEFITS BY CLASSIFICATION	Jan Vogel	Robert Mejia	Charles Douglas	Tudorita Giulia	Catherine Blaylock	(4)	TOTAL
Health Plan (2)					-		-
Dental Plan					-		-
Retirement	2,400.96	854.37	-	12,007.54	10,540.05		25,802.92
SUI							
Social Security							
Worker's Compensation	310.30	30.07	124.94	422.58	370.93		1,258.82
Long Term Disability							-
Holidays							-
Sick Leave	420.24	59.82	-	437.84	-		917.90
Vacation	64.83	154.03	-	2,165.08	1,900.35		4,284.29
Other (Medicare/Unemployment)	136.94	48.73	188.49	684.87	601.16		1,660.19
Life Insurance							-
Fringe Benefits per Classification					-		-
Fringe Benefit Subtotal	3,333.27	1,147.02	313.43	15,717.91	13,412.49		33,924.12
Total # of Positions by Classification	1.00	1.00	1.00	1.00	1.00		
Sub Total Fringe Benefits (3):	3,333.27	1,147.02	313.43	15,717.91	13,412.49		33,924.12

Footnotes:

- (1) Contractors must be in compliance with the County's Living Wage Ordinance.
- (2) Indicate if Cafeteria Plan
- (3) Fringe Benefits Subtotal per Classification x number of position
- (4) Change the column heading to the name of the position and provide benefit information for that position

PERSONNEL SCHEDULE

CONTRACTOR: City of Hawthorne
CONTRACT PERIOD: 7/01/09 - 6/30/10

CONTACT PERSON: Sidney Smoot
TELEPHONE NUMBER: 310.970.7700

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST	TERM OF BUDGET		TOTAL COST
Tracey Cannon	EDS	1	8,423.67	20	1,684.73	20,216.81	12 mo		20,216.81
Rosemarie Sweeney	EDS	1	4,150.75	30	1,245.23	14,942.70	12 mo		14,942.70
Tamika Hambrick	EDA II	1	6,329.25	70	4,430.48	53,165.70	12 mo		53,165.70
Kevin Fleming	Sr. Account Clerk	1	4,997.42	70	3,498.19	41,978.33	12 mo		41,978.33
Leticia Rhodes	Admin Assistant	1	6,865.08	40	2,746.03	32,952.38	12 mo		32,952.38
Sub Total Salaries:					\$ 13,604.66	\$ 163,255.92			\$ 163,255.92
EMPLOYEE BENEFITS BY CLASSIFICATION			Tracey Cannon	Rosemarie Sweeney	Tamika Hambrick	Kevin Fleming	Leticia Rhodes	(4)	TOTAL
Health Plan (2)			-	-			-		-
Dental Plan			-	-			-		-
Retirement			6,663.76	-	17,524.21	13,836.68	10,861.61		48,886.26
SUI									
Social Security									
Worker's Compensation			234.51	173.34	616.72	486.95	382.25		1,893.77
Long Term Disability									
Holidays									-
Sick Leave			-	-	-	968.73	-		968.73
Vacation			1,191.15	-	3,159.37	2,461.60	2,574.77		9,386.89
Other (Medicare/Unemployment)			380.08	261.50	999.52	789.19	619.51		3,049.80
Life Insurance							-		-
Fringe Benefits per Classification			-				-		-
Fringe Benefit Subtotal			8,469.50	434.84	22,299.82	18,543.15	14,438.14		64,185.45
Total # of Positions by Classification			1	1	1	1	1		
Sub Total Fringe Benefits (3):			\$8,469.50	\$434.84	\$22,299.82	\$18,543.15	\$14,438.14		\$64,185.45

Footnotes:

- (1) Contractors must be in compliance with the County's Living Wage Ordinance.
- (2) Indicate if Cafeteria Plan
- (3) Fringe Benefits Subtotal per Classification x number of position
- (4) Change the column heading to the name of the position and provide benefit information for that position

PERSONNEL SCHEDULE

CONTRACTOR: City of Hawthorne
CONTRACT PERIOD: 7/01/09 - 6/30/10

CONTACT PERSON: Sidney Smoot
TELEPHONE NUMBER: 310.970.7700

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST	TERM OF BUDGET		TOTAL COST
David Greene	EDS	1	6,846.08	21	1,437.68	17,252.12	12 mo		17,252.12
Timeisha Winfield	EDA	1	6,017.67	45	2,707.95	32,495.42	12 mo		32,495.42
Oscar Robles	EDA	1	5,612.92	21	1,178.71	14,144.56	12 mo		14,144.56
Francisco Carillo	Sr. Account Clerk	1	4,563.00	70	3,194.10	38,329.20	12 mo		38,329.20
New Hire	EDA	1	3,481.50	100	3,481.50	41,778.00	12 mo		41,778.00
		Sub	Total Salaries:		11,999.94	143,999.30			143,999.30
Total Salaries: \$396,307.81									

EMPLOYEE BENEFITS BY CLASSIFICATION	David Greene	Timeisha Winfield	Oscar Robles	Francisco Carillo	New Hire EDA	(4)	TOTAL
Health Plan (2)	-	-	-	-	-		
Dental Plan	-	-	-	-	-		
Retirement	5,686.56	10,710.97	4,662.26	12,633.88	-		33,693.67
SUI							
Social Security							
Worker's Compensation	200.12	376.95	164.08	444.62	484.62		1,670.39
Long Term Disability							
Holidays							
Sick Leave	-	296.85	-	-	-		296.85
Vacation	671.16	1,842.55	828.30	2,202.20	-		5,544.21
Other (Medicare/Unemployment)	324.34	610.91	265.92	720.59	785.43		2,707.19
Life Insurance	-	-	-	-	-		
Fringe Benefits per Classification	-	-	-	-	-		
Fringe Benefit Subtotal	6,882.18	13,838.23	5,920.56	16,001.29	1,270.05		\$43,912.31
Total # of Positions by Classification	1	1	1	1	1		
SubTotal Fringe Benefits (3):	\$6,882.18	\$13,838.23	\$5,920.56	\$16,001.29	\$1,270.05		\$43,912.31
Total Benefits: \$142,021.88							

Footnotes:

- (1) Contractors must be in compliance with the County's Living Wage Ordinance
- (2) Indicate if Cafeteria Plan
- (3) Fringe Benefits Subtotal per Classification x number of position
- (4) Change the column heading to the name of the position and provide benefit information for that position

Transitional Subsidized Employment Projections (492 pts) Tier 1

PROJECT NAME: City of Hawthorne - GAIN

CONTRACTOR: City of Hawthorne/SBWIB

CONTRACT PERIOD: 7/01/09 - 6/30/10

CONTACT PERSON:

Sidney D. Smoot

TELEPHONE NUMBER:

310.970.7796

LIST TYPES OF SERVICE:		ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1	Paid Work Experience	<u>277</u>	<u>\$ 3,520.00</u> (1)	<u>\$ 975,040.00</u>
2	Paid Work Experience - General GAIN Population	<u>50</u>	<u>\$ 3,520.00</u>	<u>\$ 176,000.00</u>
3	Paid Work Experience - Homeless	<u>50</u>	<u>\$ 3,520.00</u>	<u>\$ 176,000.00</u>
4	Paid Work Experience - LEP	<u>50</u>	<u>\$ 3,520.00</u>	<u>\$ 176,000.00</u>
5	Paid Work Experience - Specialized Supportive Services	<u>50</u>	<u>\$ 3,520.00</u>	<u>\$ 176,000.00</u>
6	Cal Poly - Peer Mentoring	<u>15</u>	<u>\$ 6,615.00</u> (2)	<u>\$ 99,225.00</u>
Total No. Served:		<u>492</u>		
Support Services				<u>\$ 1,735.00</u>
Direct Services Total:				<u>\$ 1,780,000.00</u>

(1) Includes salary paid to participants [\$8.00 per hour for 400 hours] and employer tax costs [FICA & Medicare @ 7.65% and WC at a flat rate of \$75.50 per participant]

(2) Includes salary paid to participants [\$9.00 per hour @ 15 hours per week for 45 weeks] and employer tax costs [FICA & Medicare @ 7.65% and WC at a flat rate of \$75.50 per participant]

Transitional Subsidized Employment Projections (670 pts) Tier 2

PROJECT NAME: City of Hawthorne - GAIN

CONTRACTOR: City of Hawthorne/SBWIB

CONTRACT PERIOD: 7/01/09 - 6/30/10

CONTACT PERSON:

Sidney D. Smoot

TELEPHONE NUMBER:

310.970.7796

LIST TYPES OF SERVICE:	ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1 Classroom Training	237	\$ 4,000.00 (1)	\$ 948,000.00
2 Paid Work Experience (PWE)/On the Job Training (OJT)	233	\$ 3,520.00 (2)	\$ 820,160.00
3 Classroom Training - General GAIN Population	25	\$ 4,000.00	\$ 100,000.00
4 Paid Work Experience (PWE)/On the Job Training (OJT) General GAIN Population	25	\$ 3,520.00	\$ 88,000.00
5 Paid Work Experience - Homeless	50	\$ 3,520.00	\$ 176,000.00
Paid Work Experience - LEP	50	\$ 3,520.00	\$ 176,000.00
6 Paid Work Experience - Specialized Supportive Services	50	\$ 3,520.00	\$ 176,000.00
7 One Stop Assessment, Job Development and Case Management Services	670	\$ 1,600.00 (3)	\$ 1,072,000.00
Total No. Served: 670			
Support Services			\$ 3,840.00
Direct Services Total:			\$ 3,560,000.00

(1) Maximum allowable tuition payable to SBWIB/I-TRAIN contracted classroom training providers per participant.

(2) Includes salary paid to participants [\$8.00 per hour for 400 hours] and employer tax costs [FICA & Medicare @ 7.65% and WC at a flat rate of \$75.50 per participant]

(3) Worksource Center/One Stop fee for participants enrolled into any component (Classroom Training, PAID WEX, or OJT) under this tier.

CONTRACT BUDGET

Intermediary Services

PROJECT NAME: City of Hawthorne - GAIN

CONTRACTOR: City of Hawthorne/SBWIB

CONTRACT PERIOD: 7/1/07 - 6/30/08

CONTACT PERSON:

TELEPHONE NUMBER:

Sidney D. Smoot

310.970.7700

ADMINISTRATIVE COSTS:

DIRECT COSTS

Salaries & Benefits (See Personnel Schedule)

Total Cost

Case Management/Administrative Staff:

Salaries

562,759.68

Fringe Benefits

246,684.60

Personnel Subtotal

\$ 809,444.28

OPERATING COSTS (1)

Monthly Cost

Yearly Cost

Supplies

871.21

10,454.46

Mileage (rate per mile x estimated mileage)

416.67

5,000.00

EDP Equipment

-

-

Equipment (other than EDP - see attached shcedule)

416.58

4,999.00

Printing

-

-

Provider Training

-

-

Rent

3,687.50

44,250.00

Utilities

800.00

9,600.00

Telephones

1,350.00

16,200.00

Other (must be itemized)

3,363.69

40,364.31

Operating Costs - Subtotal

10,905.65

\$ 130,867.77

INDIRECT COSTS (List all appropriate)

(17.5% of Personnel Salaries. See Personnel Schedule)

Indirect Cost - Subtotal

8,206.91

98,482.94

Total Administrative Cost

\$ 1,038,795.00

DIRECT SERVICES COSTS:

DIRECT SERVICES

Wage-Based Community Service

\$ -

Grand Total Contract Cost

\$ 1,038,795.00

Footnotes:

- (1) All Operating costs must be reasonable and prorated by the percentage of uses in serving CalWORKs participants if costs includes other programs cost.
- (2) DPSS prior approval is required for purchases of any Information Technology (IT) equipment. Attach EDP Equipment Schedule.

PERSONNEL SCHEDULE

CONTRACTOR: City of Hawthorne
CONTRACT PERIOD: 7/1/07 - 6/30/08

CONTACT PERSON: Sidney Smoot
TELEPHONE NUMBER: 310.970.7700

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY/HRLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST (2)	TOTAL ANNUAL COST	TERM OF BUDGET		TOTAL COST
Jan Vogel	Executive Director	1	18,007.92	5	900.40	10,804.80	12 mo		10,804.80
Charles Douglas	Auditor	1	2,662.75	10	266.28	3,195.36	12 mo		3,195.36
Tudorita Giulea	Fiscal Coord	1	9,006.00	20	1,801.20	21,614.40	12 mo		21,614.40
Robert Mejia	Emp Srvs Mgr	1	9,612.00	5	480.60	5,767.20	12 mo		5,767.20
Tracey Cannon	Emp Dev Spclist	1	7,497.00	30	2,249.10	26,989.20	12 mo		26,989.20
Sub Total Salaries:					\$ 5,697.58	\$ 68,370.96			\$ 68,370.96

EMPLOYEE BENEFITS BY CLASSIFICATION	JAN VOGEL EXECUTIVE DIR	CHARLES DOUGLAS AUDITOR	TUDORITA GIULEA FISCAL COORD	ROBERT MEJIA EMP SRVS MGR.	TRACEY CANNON EMP DEV SPCLIST	(4)	TOTAL
Health Plan (3)	-	-	-	-	-		-
Dental Plan	-	-	-	-	-		-
Retirement	3,561.41	-	7,124.43	1,900.96	8,896.05		21,482.85
SUI	-	-	-	-	-		-
Social Security	-	-	-	-	-		-
Worker's Compensation	460.28	36.07	250.73	66.90	313.07		1,127.05
Long Term Disability	-	-	-	-	-		-
Holidays	-	-	-	-	-		-
Sick Leave	623.35	-	259.78	133.09	-		1,016.22
Vacation	96.16	-	1,284.61	342.70	1,590.18		3,313.65
Other (Medicare/Unemployment)	203.13	55.92	406.35	108.42	507.40		1,281.22
Life Insurance	-	-	-	-	-		-
Fringe Benefits per Classification	-	-	-	-	-		-
Fringe Benefit Subtotal	4,944.33	91.99	9,325.90	2,552.07	11,306.70		28,220.99
Total # of Positions by Classification	1	1	1	1	1		
Total Fringe Benefits (3):	\$4,944.33	\$91.99	\$9,325.90	\$2,552.07	\$11,306.70		\$28,220.99

Footnotes:

- (1) Contractors must be in compliance with the County's Living Wage Ordinance.
- (2) Monthly totals rounded to nearest dollar
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

PERSONNEL SCHEDULE

CONTRACTOR: City of Hawthorne
CONTRACT PERIOD: 7/1/07 - 6/30/08

CONTACT PERSON: Sidney Smoot
TELEPHONE NUMBER: 310.970.7700

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY/HRLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST (2)	TOTAL ANNUAL COST	TERM OF BUDGET		TOTAL COST
Leticia Rhodes	Admin Asst	1	6,109.92	20	1,221.98	14,663.76	12 mo		14,663.76
Sidney Smoot	GAIN Coordinator	1	8,682.00	100	8,682.00	104,184.00	12 mo		104,184.00
Machelle Sanders	EDA II	1	6,561.08	100	6,561.08	78,732.96	12 mo		78,732.96
Bebe Harrold	EDA II	1	6,561.08	100	6,561.08	78,732.96	12 mo		78,732.96
Maribel Rodriguez	EDA	1	5,240.83	100	5,240.83	62,889.96	12 mo		62,889.96
Sub Total Salaries:					\$ 28,266.97	\$ 339,203.64			\$ 339,203.64

EMPLOYEE BENEFITS BY CLASSIFICATION	Leticia Rhodes Admin Assist	Sidney Smoot GAIN Coord	Machelle Sanders EDA II	Bebe Harrold EDA II	Maribel Smith EDA	(4)	TOTAL
Health Plan (2)	-	-	-	-	-		-
Dental Plan	-	-	-	-	-		-
Retirement	4,833.41	34,340.61	25,951.58	25,951.58	20,729.49		111,806.67
SUI	-	-	-	-	-		-
Social Security	-	-	-	-	-		-
Worker's Compensation	170.10	1,208.53	913.30	913.30	729.52		3,934.75
Long Term Disability	-	-	-	-	-		-
Holidays	-	-	-	-	-		-
Sick Leave	-	-	1,816.92	1,816.92	634.94		4,268.78
Vacation	1,145.77	8,242.52	6,228.88	6,228.88	3,645.36		25,491.41
Other (Medicare/Unemployment)	275.68	1,958.66	1,480.18	1,480.18	1,182.33		6,377.03
Life Insurance	-	-	-	-	-		-
Fringe Benefits per Classification	-	-	-	-	-		-
Fringe Benefit Subtotal	6,424.96	45,750.32	36,390.86	36,390.86	26,921.64		151,878.64
Total # of Positions by Classification	1	1	1	1	1		
Total Fringe Benefits (3):	6,424.96	45,750.32	36,390.86	36,390.86	26,921.64		151,878.64

Footnotes:

- (1) Contractors must be in compliance with the County's Living Wage Ordinance.
- (2) Monthly totals rounded to nearest dollar
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

PERSONNEL SCHEDULE

CONTRACTOR: City of Hawthorne -----
CONTRACT PERIOD: 07/01/07 – 06/30/08 -----

CONTACT PERSON: Sidney Smoot -----
TELEPHONE: 310.970.7700 -----

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY/HRLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST (2)	TOTAL ANNUAL COST	TERM OF BUDGET		TOTAL COST
David Nelms	EDA	1	5,082.00	100	5,082.00	60,984.00	12 mo		60,984.00
John Hashaway	Admin Aide	1	3,844.17	100	3,844.17	46,130.04	12 mo		46,130.04
Imelda Segura	Typist/Clerk	1	4,005.92	100	4,005.92	48,071.04	12 mo		48,071.04
Sub Total Salaries:					\$ 12,932.09	\$ 155,185.08			\$ 155,185.08
TOTAL SALARIES:									\$562,759.68

EMPLOYEE BENEFITS BY CLASSIFICATION	David Nelms EDA	John Hashaway Admin Aide	Imelda Segura Typist/Clerk			(4)	TOTAL
Health Plan (2)	-	-	-	-			-
Dental Plan	-	-	-	-			-
Retirement	20,101.24	15,205.14	15,844.00				51,150.38
SUI	-	-	-	-			-
Social Security	-	-	-	-			-
Worker's Compensation	707.41	535.11	557.62				1,800.14
Long Term Disability							-
Holidays							-
Sick Leave	1,407.33	421.40	-				1,828.73
Vacation	3,511.64	2,613.59	2,763.02				8,888.25
Other (Medicare/Unemployment)	1,146.50	867.24	903.73				2,917.47
Life Insurance	-	-	-	-			-
Fringe Benefits per Classification	-	-	-	-			-
Fringe Benefit Subtotal	26,874.12	19,642.48	20,068.37				66,584.97
Total # of Positions by Classification	1	1	1	1	1		
Total Fringe Benefits (3):	\$ 26,874.12	\$ 19,642.48	\$ 20,068.37	\$ -	\$ -		\$ 66,584.97
Tota Benefits: \$246,684.60							

Footnotes:

- (1) Contractors must be in compliance with the County's Living Wage Ordinance
- (2) Monthly totals rounded to nearest dollar
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

Line Item: EQUIPMENT (other than EDP)

	Monthly	Yearly
Digital Copier (leased)	\$417	\$4,999
Total:	\$417	\$4,999

Line Item: Other

	Monthly	Yearly
* In House Technical Network Support Services	\$2,447	\$29,364.31
Gears, desktops and the maintenance/technical support for all provider directories: PTVD, CTVD, Remediation, Support Services, Vocational Training, State Dept of Rehabilitation, Family Preservation, One-Stops, Work Experience & Community Service		
Staff Travel	\$250.00	\$3,000.00
Staff Training	\$250.00	\$3,000.00
Postage	\$250.00	\$3,000.00
Equipment Maintenance	\$166.67	<u>\$2,000.00</u>
Totals:	\$3,363.69	\$40,364.31

* These services are provided by in house staff members for the period of July 1, 2007 to June 30, 2008
Please see attached sheet

Technical Support Services Salary/Benefits Breakdown

	monthly	yrly	% time	1 mo	12 mo	ret pers	ret pers pu	ret pers pob	ret total	vac	sick	wc	med	Un	
Steve Goetz	4,647.33	55,768.00	0.09	418.26	5,019.12	724.18	433.65	496.54	1,654.38	195.04	-	58.22	79.30	15.06	94.36
David Green	6,093.00	73,116.00	0.09	548.37	6,580.44	949.46	568.55	651.00	2,169.01	256.00	-	76.33	103.97	19.74	123.71
Oscar Robles	4,995.50	59,946.00	0.09	449.60	5,395.14	778.44	466.14	533.74	1,778.32	315.94	-	62.58	85.24	16.19	101.43
Phillip Turner	3,629.58	43,555.00	0.09	326.66	3,919.95	565.59	338.68	387.80	1,292.07	153.10	-	45.47	61.94	11.76	73.70
				1,742.89	20,914.65	3,017.67	1,807.03	2,069.09	6,893.78	920.07	-	242.61	330.45	62.74	393.20
			ben		8,449.66										
			total		29,364.31										

CONTRACT BUDGET

Intermediary Services

PROJECT NAME:	City of Hawthorne - GAIN		
CONTRACTOR:	City of Hawthorne/SBWIB	CONTACT PERSON:	Sidney D. Smoot
CONTRACT PERIOD:	7/1/08 - 6/30/09	TELEPHONE NUMBER:	310.970.7700

ADMINISTRATIVE COSTS:

DIRECT COSTS

Salaries & Benefits (See Personnel Schedule)	Total Cost
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Case Management/Administrative Staff:

Salaries	596,524.43
Fringe Benefits	261,487.38

Personnel Subtotal	\$ 858,011.81
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OPERATING COSTS (1)

	<u>Monthly Cost</u>	<u>Yearly Cost</u>
Supplies	871.18	10,454.10
Mileage (rate per mile x estimated mileage)	416.67	5,000.00
EDP Equipment	-	-
Equipment (other than EDP - see attached shcedule)	416.58	4,999.00
Printing	-	-
Provider Training	-	-
Rent	3,687.50	44,250.00
Utilities	800.00	9,600.00
Telephones	1,350.00	16,200.00
Other (must be itemized)	3,363.69	40,364.31
Operating Costs - Subtotal	10,905.62	\$ 130,867.41

INDIRECT COSTS (List all appropriate)

(17.5% of Personnel Salaries. See Personnel Schedule)

Indirect Cost - Subtotal	8,699.31	104,391.78
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Total Administrative Cost	\$ 1,093,271.00
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DIRECT SERVICES COSTS:

DIRECT SERVICES

Wage-Based Community Service	\$ -
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Grand Total Contract Cost	\$ 1,093,271.00
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Footnotes:

- (1) All Operating costs must be reasonable and prorated by the percentage of uses in serving CalWORKs participants if costs includes other programs cost.
- (2) DPSS prior approval is required for purchases of any Information Technology (IT) equipment. Attach EDP Equipment Schedule.

PERSONNEL SCHEDULE

CONTRACTOR: City of Hawthorne
 CONTRACT PERIOD: 7/1/08 - 6/30/09

CONTACT PERSON: Sidney Smoot
 TELEPHONE NUMBER: 310.970.7700

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY/HRLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST (2)	TOTAL ANNUAL COST	TERM OF BUDGET		TOTAL COST
Jan Vogel	Executive Director	1	19,088.42	5	954.42	11,453.05	12 mo		11,453.05
Charles Douglas	Auditor	1	2,822.50	10	282.25	3,387.00	12 mo		3,387.00
Tudorita Giulea	Fiscal Coord	1	9,546.33	20	1,909.27	22,911.19	12 mo		22,911.19
Robert Mejia	Emp Srvs Mgr	1	10,188.75	5	509.44	6,113.25	12 mo		6,113.25
Tracey Cannon	Emp Dev Spclist	1	7,946.75	30	2,384.03	28,608.30	12 mo		28,608.30
Sub Total Salaries:					\$ 6,039.40	\$ 72,472.79			\$ 72,472.79

EMPLOYEE BENEFITS BY CLASSIFICATION	JAN VOGEL EXECUTIVE DIR	CHARLES DOUGLAS AUDITOR	TUDORITA GIULEA FISCAL COORD	ROBERT MEJIA EMP SRVS MGR.	TRACEY CANNON EMP DEV SPCLIST	(4)	TOTAL
Health Plan (3)	-	-	-	-	-		-
Dental Plan	-	-	-	-	-		-
Retirement	3,775.10	-	7,551.88	2,015.02	9,429.72		22,771.72
SUI	-	-	-	-	-		-
Social Security	-	-	-	-	-		-
Worker's Compensation	487.90	39.29	265.77	70.91	331.86		1,195.73
Long Term Disability	-	-	-	-	-		-
Holidays	-	-	-	-	-		-
Sick Leave	660.75	-	275.37	141.08	-		1,077.20
Vacation	101.93	-	1,361.68	363.27	1,685.57		3,512.45
Other (Medicare/Unemployment)	215.32	59.27	430.73	114.93	537.84		1,358.09
Life Insurance	-	-	-	-	-		-
Fringe Benefits per Classification	-	-	-	-	-		-
Fringe Benefit Subtotal	5,241.00	98.56	9,885.43	2,705.21	11,984.99		29,915.19
Total # of Positions by Classification	1	1	1	1	1		
Total Fringe Benefits (3):	\$5,241.00	\$98.56	\$9,885.43	\$2,705.21	\$11,984.99		\$29,915.19

Footnotes:

- (1) Contractors must be in compliance with the County's Living Wage Ordinance.
- (2) Monthly totals rounded to nearest dollar
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

PERSONNEL SCHEDULE

CONTRACTOR: City of Hawthorne
CONTRACT PERIOD: 7/1/08 - 6/30/09

CONTACT PERSON: Sidney Smoot
TELEPHONE NUMBER: 310.970.7700

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY/HRLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST (2)	TOTAL ANNUAL COST	TERM OF BUDGET		TOTAL COST
Leticia Rhodes	Admin Asst	1	6,476.50	20	1,295.30	15,543.60	12 mo		15,543.60
Sidney Smoot	GAIN Coordinator	1	9,202.92	100	9,202.92	110,435.04	12 mo		110,435.04
Machelle Sanders	EDA II	1	6,954.75	100	6,954.75	83,457.00	12 mo		83,457.00
Bebe Harrold	EDA II	1	6,954.75	100	6,954.75	83,457.00	12 mo		83,457.00
Maribel Smith	EDA	1	5,555.25	100	5,555.25	66,663.00	12 mo		66,663.00
Sub Total Salaries:					\$ 29,962.97	\$ 359,555.64			\$ 359,555.64

EMPLOYEE BENEFITS BY CLASSIFICATION	Leticia Rhodes Admin Assist	Sidney Smoot GAIN Coord	Machelle Sanders EDA II	Bebe Harrold EDA II	Maribel Smith EDA	(4)	TOTAL
Health Plan (2)	-	-	-	-	-		-
Dental Plan	-	-	-	-	-		-
Retirement	5,123.40	36,401.03	27,508.68	27,508.68	21,973.12		118,514.91
SUI	-	-	-	-	-		-
Social Security	-	-	-	-	-		-
Worker's Compensation	180.31	1,281.05	968.10	968.10	773.29		4,170.85
Long Term Disability	-	-	-	-	-		-
Holidays	-	-	-	-	-		-
Sick Leave	-	-	1,925.94	1,925.94	673.03		4,524.91
Vacation	1,214.51	8,737.07	6,602.62	6,602.62	3,864.05		27,020.87
Other (Medicare/Unemployment)	292.22	2,076.18	1,568.99	1,568.99	1,253.26		6,759.64
Life Insurance	-	-	-	-	-		-
Fringe Benefits per Classification	-	-	-	-	-		-
Fringe Benefit Subtotal	6,810.44	48,495.33	38,574.33	38,574.33	28,536.75		160,991.18
Total # of Positions by Classification	1	1	1	1	1		
Total Fringe Benefits (3):	6,810.44	48,495.33	38,574.33	38,574.33	28,536.75		160,991.18

Footnotes:

- (1) Contractors must be in compliance with the County's Living Wage Ordinance.
- (2) Monthly totals rounded to nearest dollar
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

PERSONNEL SCHEDULE

CONTRACTOR: City of Hawthorne
 CONTRACT PERIOD: 7/1/08 - 6/30/09

CONTACT PERSON: Sidney Smoot
 TELEPHONE NUMBER: 310.970.7700

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY/HRLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST (2)	TOTAL ANNUAL COST	TERM OF BUDGET		TOTAL COST
David Nelms	EDA	1	5,386.92	100	5,386.92	64,643.04	12 mo		64,643.04
John Hashaway	Admin Aide	1	4,074.83	100	4,074.83	48,897.96	12 mo		48,897.96
Imelda Segura	Typist/Clerk	1	4,246.25	100	4,246.25	50,955.00	12 mo		50,955.00
Sub Total Salaries:					\$ 13,708.00	\$ 164,496.00			\$ 164,496.00
TOTAL SALARIES:									\$596,524.43

EMPLOYEE BENEFITS BY CLASSIFICATION	David Nelms EDA	John Hashaway Admin Aide	Imelda Segura Typist/Clerk			(4)	TOTAL
Health Plan (2)	-	-	-	-	-		-
Dental Plan	-	-	-	-	-		-
Retirement	21,307.30	16,117.51	16,795.53	-	-		54,220.34
SUI	-	-	-	-	-		-
Social Security	-	-	-	-	-		-
Worker's Compensation	749.86	567.22	591.08	-	-		1,908.16
Long Term Disability	-	-	-	-	-		-
Holidays	-	-	-	-	-		-
Sick Leave	1,491.77	446.68	-	-	-		1,938.45
Vacation	3,722.34	2,770.41	2,928.79	-	-		9,421.54
Other (Medicare/Unemployment)	1,215.29	919.28	957.95	-	-		3,092.52
Life Insurance	-	-	-	-	-		-
Fringe Benefits per Classification	-	-	-	-	-		-
Fringe Benefit Subtotal	28,486.56	20,821.10	21,273.35	-	-		70,581.01
Total # of Positions by Classification	1	1	1	1	1		
Total Fringe Benefits (3):	\$ 28,486.56	\$ 20,821.10	\$ 21,273.35	\$ -	\$ -		\$ 70,581.01
Tota Benefits: \$261,487.38							

Footnotes:

- (1) Contractors must be in compliance with the County's Living Wage Ordinance.
- (2) Monthly totals rounded to nearest dollar
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

Line Item: EQUIPMENT (other than EDP)

	Monthly	Yearly
Digital Copier (leased)	\$417	\$4,999
Total:	\$417	\$4,999

Line Item: Other

	Monthly	Yearly
* In House Technical Network Support Services	\$2,447	\$29,364.31
Gears, desktops and the maintenance/technical support for all provider directories: PTVD, CTVD, Remediation, Support Services, Vocational Training, State Dept of Rehabilitation, Family Preservation, One-Stops, Work Experience & Community Service		
Staff Travel	\$250.00	\$3,000.00
Staff Training	\$250.00	\$3,000.00
Postage	\$250.00	\$3,000.00
Equipment Maintenance	\$166.67	<u>\$2,000.00</u>
Totals:	\$3,363.69	\$40,364.31

* These services are provided by in house staff members for the period of July 1, 2008 to June 30, 2009
Please see attached sheet

Technical Support Services Salary/Benefit Breakdown

	monthly	yrly	% time	1 mo	12 mo	ret pers	ret pers pu	ret pers pob	ret total	vac	sick	wc	med	Un	
Steve Goetz	4,647.33	55,768.00	0.09	418.26	5,019.12	724.18	433.65	496.54	1,654.38	195.04	-	58.22	79.30	15.06	94.36
David Green	6,093.00	73,116.00	0.09	548.37	6,580.44	949.46	568.55	651.00	2,169.01	256.00	-	76.33	103.97	19.74	123.71
Oscar Robles	4,995.50	59,946.00	0.09	449.60	5,395.14	778.44	466.14	533.74	1,778.32	315.94	-	62.58	85.24	16.19	101.43
Phillip Turner	3,629.58	43,555.00	0.09	326.66	3,919.95	565.59	338.68	387.80	1,292.07	153.10	-	45.47	61.94	11.76	73.70
				1,742.89	20,914.65	3,017.67	1,807.03	2,069.09	6,893.78	920.07	-	242.61	330.45	62.74	393.20
			ben		8,449.66										
			total		29,364.31										

CONTRACT BUDGET

Intermediary Services

PROJECT NAME:	City of Hawthorne - GAIN		
CONTRACTOR:	City of Hawthorne/SBWIB	CONTACT PERSON:	Sidney D. Smoot
CONTRACT PERIOD:	7/1/09 - 6/30/10	TELEPHONE NUMBER:	310.970.7700

ADMINISTRATIVE COSTS:

DIRECT COSTS

Salaries & Benefits (See Personnel Schedule)	Total Cost
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Case Management/Administrative Staff:

Salaries	632,316.74
Fringe Benefits	277,176.95

Personnel Subtotal	\$ 909,493.69
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OPERATING COSTS (1)

	<u>Monthly Cost</u>	<u>Yearly Cost</u>
Supplies	871.13	10,453.57
Mileage (rate per mile x estimated mileage)	416.67	5,000.00
EDP Equipment	-	-
Equipment (other than EDP - see attached schedule)	416.58	4,999.00
Printing	-	-
Provider Training	-	-
Rent	3,687.50	44,250.00
Utilities	800.00	9,600.00
Telephones	1,350.00	16,200.00
Other (must be itemized)	3,363.69	40,364.31
Operating Costs - Subtotal	10,905.57	\$ 130,866.88

INDIRECT COSTS (List all appropriate)

(17.5% of Personnel Salaries. See Personnel Schedule)

Indirect Cost - Subtotal	9,221.29	110,655.43
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Total Administrative Cost		\$ 1,151,016.00
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DIRECT SERVICES COSTS:

DIRECT SERVICES

Wage-Based Community Service	\$ -
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Grand Total Contract Cost	\$ 1,151,016.00
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Footnotes:

- (1) All Operating costs must be reasonable and prorated by the percentage of uses in serving CalWORKs participants if costs includes other programs cost.
- (2) DPSS prior approval is required for purchases of any Information Technology (IT) equipment. Attach EDP Equipment Schedule.

PERSONNEL SCHEDULE

CONTRACTOR: City of Hawthorne
CONTRACT PERIOD: 7/1/09 - 6/30/10

CONTACT PERSON: Sidney Smoot
TELEPHONE NUMBER: 310.970.7700

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY/HRLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST (2)	TOTAL ANNUAL COST	TERM OF BUDGET		TOTAL COST
Jan Vogel	Executive Director	1	20,233.67	5	1,011.68	12,140.20	12 mo		12,140.20
Charles Douglas	Auditor	1	2,991.83	10	299.18	3,590.20	12 mo		3,590.20
Tudorita Giulea	Fiscal Coord	1	10,119.17	20	2,023.83	24,286.01	12 mo		24,286.01
Robert Mejia	Emp Srvs Mgr	1	10,800.08	5	540.00	6,480.05	12 mo		6,480.05
Tracey Cannon	Emp Dev Spclist	1	8,423.67	30	2,527.10	30,325.21	12 mo		30,325.21
Sub Total Salaries:					\$ 6,401.81	\$ 76,821.67			\$ 76,821.67

EMPLOYEE BENEFITS BY CLASSIFICATION	JAN VOGEL EXECUTIVE DIR	CHARLES DOUGLAS AUDITOR	TUDORITA GIULEA FISCAL COORD	ROBERT MEJIA EMP SRVS MGR.	TRACEY CANNON EMP DEV SPCLIST	(4)	TOTAL
Health Plan (3)	-	-	-	-	-		-
Dental Plan	-	-	-	-	-		-
Retirement	4,001.59	-	8,005.03	2,135.92	9,995.64		24,138.18
SUI	-	-	-	-	-		-
Social Security	-	-	-	-	-		-
Worker's Compensation	517.17	41.65	281.72	75.17	351.77		1,267.48
Long Term Disability	-	-	-	-	-		-
Holidays	-	-	-	-	-		-
Sick Leave	700.39	-	291.89	149.54	-		1,141.82
Vacation	108.05	-	1,443.39	385.06	1,786.73		3,723.23
Other (Medicare/Unemployment)	228.24	62.83	456.58	121.82	570.11		1,439.58
Life Insurance	-	-	-	-	-		-
Fringe Benefits per Classification	-	-	-	-	-		-
Fringe Benefit Subtotal	5,555.44	104.48	10,478.61	2,867.51	12,704.25		31,710.29
Total # of Positions by Classification	1	1	1	1	1		
Total Fringe Benefits (3):	\$5,555.44	\$104.48	\$10,478.61	\$2,867.51	\$12,704.25		\$31,710.29

Footnotes:

- (1) Contractors must be in compliance with the County's Living Wage Ordinance.
- (2) Monthly totals rounded to nearest dollar
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

PERSONNEL SCHEDULE

CONTRACTOR: City of Hawthorne
CONTRACT PERIOD: 7/1/09 - 6/30/10

CONTACT PERSON: Sidney Smoot
TELEPHONE NUMBER: 310.970.7700

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY/HRLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST (2)	TOTAL ANNUAL COST	TERM OF BUDGET		TOTAL COST
Leticia Rhodes	Admin Asst	1	6,865.08	20	1,373.02	16,476.19	12 mo		16,476.19
Sidney Smoot	GAIN Coordinator	1	9,755.08	100	9,755.08	117,060.96	12 mo		117,060.96
Machelle Sanders	EDA II	1	7,372.00	100	7,372.00	88,464.00	12 mo		88,464.00
Bebe Harrold	EDA II	1	7,372.00	100	7,372.00	88,464.00	12 mo		88,464.00
Maribel Rodriguez	EDA	1	5,888.58	100	5,888.58	70,662.96	12 mo		70,662.96
Sub Total Salaries:					\$ 31,760.68	\$ 381,128.11			\$ 381,128.11

EMPLOYEE BENEFITS BY CLASSIFICATION	Leticia Rhodes Admin Assist	Sidney Smoot GAIN Coord	Machelle Sanders EDA II	Bebe Harrold EDA II	Maribel Smith EDA	(4)	TOTAL
Health Plan (2)	-	-	-	-	-		-
Dental Plan	-	-	-	-	-		-
Retirement	5,430.80	38,585.06	29,159.06	29,159.06	23,291.58		125,625.56
SUI	-	-	-	-	-		-
Social Security	-	-	-	-	-		-
Worker's Compensation	191.12	1,357.91	1,026.18	1,026.18	819.69		4,421.08
Long Term Disability	-	-	-	-	-		-
Holidays	-	-	-	-	-		-
Sick Leave	-	-	2,041.48	2,041.48	713.41		4,796.37
Vacation	1,287.38	9,261.28	6,998.74	6,998.74	4,095.91		28,642.05
Other (Medicare/Unemployment)	309.75	2,200.75	1,663.12	1,663.12	1,328.46		7,165.20
Life Insurance	-	-	-	-	-		-
Fringe Benefits per Classification	-	-	-	-	-		-
Fringe Benefit Subtotal	7,219.05	51,405.00	40,888.58	40,888.58	30,249.05		170,650.26
Total # of Positions by Classification	1	1	1	1	1		
Total Fringe Benefits (3):	7,219.05	51,405.00	40,888.58	40,888.58	30,249.05		170,650.26

Footnotes:

- (1) Contractors must be in compliance with the County's Living Wage Ordinance.
- (2) Monthly totals rounded to nearest dollar
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

PERSONNEL SCHEDULE

CONTRACTOR: City of Hawthorne
 CONTRACT PERIOD: 7/1/09 - 6/30/10

CONTACT PERSON: Sidney Smoot
 TELEPHONE NUMBER: 310.970.7700

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY/HRLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST (2)	TOTAL ANNUAL COST	TERM OF BUDGET		TOTAL COST
David Nelms	EDA	1	5,710.17	100	5,710.17	68,522.04	12 mo		68,522.04
John Hashaway	Admin Aide	1	4,319.33	100	4,319.33	51,831.96	12 mo		51,831.96
Imelda Segura	Typist/Clerk	1	4,501.08	100	4,501.08	54,012.96	12 mo		54,012.96
Sub Total Salaries:					\$ 14,530.58	\$ 174,366.96			\$ 174,366.96
TOTAL SALARIES:									\$632,316.74

EMPLOYEE BENEFITS BY CLASSIFICATION	David Nelms EDA	John Hashaway Admin Aide	Imelda Segura Typist/Clerk			(4)	TOTAL
Health Plan (2)	-	-	-	-	-		-
Dental Plan	-	-	-	-	-		-
Retirement	22,585.88	17,084.60	17,803.49				57,473.97
SUI	-	-	-				-
Social Security	-	-	-				-
Worker's Compensation	794.86	601.25	626.55				2,022.66
Long Term Disability	-	-	-				-
Holidays	-	-	-				-
Sick Leave	1,581.28	473.49	-				2,054.77
Vacation	3,945.70	2,936.65	3,104.56				9,986.91
Other (Medicare/Unemployment)	1,288.21	974.44	1,015.44				3,278.09
Life Insurance	-	-	-				-
Fringe Benefits per Classification	-	-	-				-
Fringe Benefit Subtotal	30,195.93	22,070.43	22,550.04				74,816.40
Total # of Positions by Classification	1	1	1	1	1		
Total Fringe Benefits (3):	\$ 30,195.93	\$ 22,070.43	\$ 22,550.04	\$ -	\$ -		\$ 74,816.40
Total Benefits: \$277,176.95							

Footnotes:

- (1) Contractors must be in compliance with the County's Living Wage Ordinance.
- (2) Monthly totals rounded to nearest dollar
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

Line Item: EQUIPMENT (other than EDP)

	Monthly	Yearly
Digital Copier (leased)	\$417	\$4,999
Total:	\$417	\$4,999

Line Item: Other

	Monthly	Yearly
* In House Technical Network Support Services	\$2,447	\$29,364.31
Gears, desktops and the maintenance/technical support for all provider directories: PTVD, CTVD, Remediation, Support Services, Vocational Training, State Dept of Rehabilitation, Family Preservation, One-Stops, Work Experience & Community Service		
Staff Travel	\$250.00	\$3,000.00
Staff Training	\$250.00	\$3,000.00
Postage	\$250.00	\$3,000.00
Equipment Maintenance	\$166.67	<u>\$2,000.00</u>
Totals:	\$3,363.69	\$40,364.31

* These services are provided by in house staff members for the period of July 1, 2009 to June 30, 2010
Please see attached sheet

Technical Support Services Salary/Benefit Breakdown

	monthly	yrly	% time	1 mo	12 mo	ret	ret	ret	ret	vac	sick	wc	med	Un	
						pers	pers pu	pers pob	total						
Steve Goetz	4,647.33	55,768.00	0.09	418.26	5,019.12	724.18	433.65	496.54	1,654.38	195.04	-	58.22	79.30	15.06	94.36
David Green	6,093.00	73,116.00	0.09	548.37	6,580.44	949.46	568.55	651.00	2,169.01	256.00	-	76.33	103.97	19.74	123.71
Oscar Robles	4,995.50	59,946.00	0.09	449.60	5,395.14	778.44	466.14	533.74	1,778.32	315.94	-	62.58	85.24	16.19	101.43
Phillip Turner	3,629.58	43,555.00	0.09	326.66	3,919.95	565.59	338.68	387.80	1,292.07	153.10	-	45.47	61.94	11.76	73.70
				1,742.89	20,914.65	3,017.67	1,807.03	2,069.09	6,893.78	920.07	-	242.61	330.45	62.74	393.20
			ben		8,449.66										
			total		29,364.31										

CONTRACT BUDGET

Community College Workstudy

PROJECT NAME:	<u>City of Hawthorne - GAIN</u>		
CONTRACTOR:	<u>City of Hawthorne/SBWIB</u>	CONTACT PERSON:	<u>Sidney D. Smoot</u>
CONTRACT PERIOD:	<u>7/1/07 - 6/30/08</u>	TELEPHONE NUMBER:	<u>310.970.7796</u>

ADMINISTRATIVE COSTS:

DIRECT COSTS

Salaries & Benefits (See Personnel Schedule)

Total Cost

Case Management/Administrative Staff:

Salaries	\$ 140,997.65
Fringe Benefits (1)	\$ 58,145.57

Personnel Subtotal	\$ 199,143.22
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OPERATING COSTS (2)

Monthly Cost

Total Cost

Supplies	83.33	\$ 1,000.00
Mileage (rate per mile x estimated mileage)	127.70	\$ 1,532.37
Postage		
Equipment (other than EDP)		
Printing		
Provider Training		
Rent		
Utilities		
Telephones		
Other (must be itemized)	2,296.67	\$ 27,560.00

Operating Costs - Subtotal	2,507.70	\$ 30,092.37
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INDIRECT COSTS (List all appropriate)

(17.5% of Personnel Salaries. See Personnel Schedule)

Indirect Cost - Subtotal	2,056.22	\$ 24,674.59
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Total Administrative Cost		\$ 253,910.18
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DIRECT SERVICES COSTS:

DIRECT SERVICES	\$ 746,089.82
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Grand Total Contract Cost	\$ 1,000,000.00
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Footnotes:

(1) Calculated @ 34.04%

(2) All Operating costs must be reasonable and prorated by the percentage of uses in serving CalWORKs participants if costs includes other programs cost.

Line Item: Other

	Monthly	Total Cost
Check Processing * (Paid WEX)	\$2,046.67	\$24,560.00
Bank Charges at \$250 per month **	\$250.00	\$3,000.00
Totals:	\$6,890.00	<u>\$27,560.00</u>

* Based upon 614 participants receiving 10 checks at \$4.00 a check.

** Based upon a program period of 4 months

PERSONNEL SCHEDULE

CONTRACTOR: City of Hawthorne
CONTRACT PERIOD: 3/1/07 - 6/30/07

CONTACT PERSON: Sidney Smoot
TELEPHONE NUMBER: 310.970.7700

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST	TERM OF BUDGET		TOTAL COST
Robert Mejia	Emp. Serv. Mgr	1	9,612.00	1	96.12	1,153.44	12 mo		1,153.44
Charles Douglas	Emp Dev Auditor	1	2,662.75	1	26.63	319.53	12 mo		319.53
Tudorita Giulea	Auditor	1	9,006.00	10	900.60	10,807.20	12 mo		10,807.20
Rosemarie Sweeney	Senior EDS	1	3,694.17	5	184.71	2,216.50	12 mo		2,216.50
Tamika Hambrick	Data Control Clerk	1	5,633.00	9	506.97	6,083.64	12 mo		6,083.64
Sub Total Salaries:					\$ 1,715.03	20,580.31			\$ 20,580.31

EMPLOYEE BENEFITS BY CLASSIFICATION	Robert Mejia	Charles Douglas	Tudorita Giulia	RosemarieSweeney	Tamika Hambrick	(4)	TOTAL
Health Plan (2)					-		-
Dental Plan					-		-
Retirement	380.19	-	3,562.22	-	2,005.26		5,947.67
SUI							
Social Security							
Worker's Compensation	13.38	3.71	125.36	25.71	70.57		238.73
Long Term Disability							
Holidays							-
Sick Leave	26.62		129.89		-		
Vacation	68.54		642.30		361.52		1,072.36
Other (Medicare/Unemployment)	21.68	5.59	203.18	38.79	114.37		383.61
Life Insurance							-
Fringe Benefits per Classification					-		-
Fringe Benefit Subtotal	510.41	9.30	4,662.95	64.50	2,551.72		7,642.37
Total # of Positions by Classification	1.00	1.00	1.00	1.00	1.00		
Sub Total Fringe Benefits (3):	510.41	9.30	4,662.95	64.50	2,551.72		7,798.88

Footnotes:

- (1) Contractors must be in compliance with the County's Living Wage Ordinance.
(2) Indicate if Cafeteria Plan
(3) Fringe Benefits Subtotal per Classification x number of position

PERSONNEL SCHEDULE

CONTRACTOR: City of Hawthorne
CONTRACT PERIOD: 3/1/07 - 6/30/07

CONTACT PERSON: Sidney Smoot
TELEPHONE NUMBER: 310.970.7700

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST	TERM OF BUDGET		TOTAL COST
Kevin Fleming	Sr. Account Clerk	1	4,447.67	5	222.38	2,668.60	12 mo		2,668.60
Leticia Rhodes	Admin Assistant	1	6,109.92	5	305.50	3,665.95	12 mo		3,665.95
David Greene	EDS	1	6,093.00	5	304.65	3,655.80	12 mo		3,655.80
Oscar Robles	EDA	1	4,995.50	5	249.78	2,997.30	12 mo		2,997.30
Francisco Carillo	Sr. Account Clerk	1	4,061.08	5	203.05	2,436.65	12 mo		2,436.65
Sub Total Salaries:					\$ 1,285.36	\$ 15,424.30			\$ 15,424.30
EMPLOYEE BENEFITS BY CLASSIFICATION									
			Kevin Fleming	Leticia Rhodes	David Greene	Oscar Robles	Francisco Carillo	(4)	TOTAL
Health Plan (2)			-	-			-		-
Dental Plan			-				-		-
Retirement			879.61	1,208.35	1,205.01	987.96	803.16		5,084.09
SUI									
Social Security									
Worker's Compensation			30.96	42.53	42.41	34.77	28.27		178.94
Long Term Disability									
Holidays									-
Sick Leave			61.58	-	-	-	-		61.58
Vacation			156.49	286.44	142.22	175.52	140.00		900.67
Other (Medicare/Unemployment)			50.17	68.92	68.73	56.35	45.81		289.98
Life Insurance							-		-
Fringe Benefits per Classification			-				-		-
Fringe Benefit Subtotal			1,178.81	1,606.24	1,458.37	1,254.60	1,017.24		6,515.26
Total # of Positions by Classification			1	1	1	1	1		
Sub Total Fringe Benefits (3):			\$1,178.81	\$1,606.24	\$1,458.37	\$1,254.60	\$1,017.24		\$6,515.26

Footnotes:

- (1) Contractors must be in compliance with the County's Living Wage Ordinance.
(2) Indicate if Cafeteria Plan
(3) Fringe Benefits Subtotal per Classification x number of position

PERSONNEL SCHEDULE

CONTRACTOR: City of Hawthorne
 CONTRACT PERIOD: 3/1/07 - 6/30/07

CONTACT PERSON: Sidney Smoot
 TELEPHONE NUMBER: 310.970.7700

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST	TERM OF BUDGET		TOTAL COST				
Terri Jackson	EDA	1	5,017.00	100	5,017.00	60,204.00	12 mo		60,204.00				
New Hire	Account Clerk	1	3,732.42	100	3,732.42	44,789.04	12 mo		44,789.04				
			Sub Total Salaries:		8,749.42	104,993.04			104,993.04				
Total Salaries: \$140,997.65													
EMPLOYEE BENEFITS BY CLASSIFICATION			Terri Jackson	Account Clerk				(4)	TOTAL				
Health Plan (2) Dental Plan Retirement SUI Social Security Worker's Compensation Long Term Disability Holidays Sick Leave Vacation Other (Medicare/Unemployment) Life Insurance Fringe Benefits per Classification Fringe Benefit Subtotal Total # of Positions by Classification			-	-	-	-	-		34,607.27 1,217.92 0.00 6,032.37 1,973.87 - \$43,831.43				
			-	-	-	-	-	-					
			19,844.14	14,763.13			-						
			698.37	519.55			-						
			-	-									
			3,459.02	2,573.35									
			1,131.84	842.03			-						
			-	-	-	-	-						
			-	-	-	-	-						
			25,133.37	18,698.06	-	-	-						
			1	1			-						
			SubTotal Fringe Benefits (3):			\$25,133.37	\$18,698.06						\$43,831.43
			Total Benefits: \$58,145.57										

Footnotes:

- (1) Contractors must be in compliance with the County's Living Wage Ordinance.
 (2) Indicate if Cafeteria Plan
 (3) Fringe Benefits Subtotal per Classification x number of position

Los Angeles Community College Workstudy (614 pts)

PROJECT NAME: City of Hawthorne - GAIN

CONTRACTOR: City of Hawthorne/SBWIB

CONTACT PERSON:

Sidney D. Smoot

CONTRACT PERIOD: 7/1/07 - 6/30/08

TELEPHONE NUMBER:

310.970.7796

LIST TYPES OF SERVICE:		ESTIMATED CASELOAD		COST PER CASE		TOTAL COST
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Semester 1

1	Workstudy Wages (25% of \$9 per hour @ 20 hrs/wk for 20 weeks)	307		\$ 900.00		\$ 276,300.00
2	Employer Payroll Taxes:					
	FICA (1)	307		\$ 275.40		\$ 84,547.80
	Worker's Compensation (2)	307		\$ 39.73		\$ 12,197.11

Semester 2

1	Workstudy Wages (25% of \$9 per hour @ 20 hrs/wk for 20 weeks)	307		\$ 900.00		\$ 276,300.00
2	Employer Payroll Taxes:					
	FICA (1)	307		\$ 275.40		\$ 84,547.80
	Worker's Compensation (2)	307		\$ 39.73		\$ 12,197.11

3 Total Participants Served: 614

Direct Services Total: \$ 746,089.82

(1) Assuming FICA & Medicare @ 7.65% of the total participant wage of \$3600

(2) Assuming WC at 1.10367% with 100% of the participants being placed into clerical positions.

CONTRACT BUDGET

Community College Workstudy

PROJECT NAME:	<u>City of Hawthorne - GAIN</u>		
CONTRACTOR:	<u>City of Hawthorne/SBWIB</u>	CONTACT PERSON:	<u>Sidney D. Smoot</u>
CONTRACT PERIOD:	<u>7/1/08 - 6/30/09</u>	TELEPHONE NUMBER:	<u>310.970.7796</u>

ADMINISTRATIVE COSTS:

DIRECT COSTS

Salaries & Benefits (See Personnel Schedule)	Total Cost
<u>Case Management/Administrative Staff:</u>	
Salaries	\$ 140,659.06
Fringe Benefits (1)	\$ 58,876.98
Personnel Subtotal	\$ 199,536.04

OPERATING COSTS (2)

	<u>Monthly Cost</u>	<u>Total Cost</u>
Supplies	83.33	\$ 1,000.00
Mileage (rate per mile x estimated mileage)	99.90	\$ 1,198.80
Postage	-	\$ -
Equipment (other than EDP)	-	
Printing	-	
Provider Training	-	
Rent	-	
Utilities	-	
Telephones	-	
Other (must be itemized)	2,296.67	\$ 27,560.00
	-	
Operating Costs - Subtotal	2,479.90	\$ 29,758.80

INDIRECT COSTS (List all appropriate)

(17.5% of Personnel Salaries. See Personnel Schedule)

Indirect Cost - Subtotal	2,051.28	\$ 24,615.34
Total Administrative Cost		\$ 253,910.18

DIRECT SERVICES COSTS:

DIRECT SERVICES	\$ 746,089.82
Grand Total Contract Cost	\$ 1,000,000.00

Footnotes:

- (1) Calculated @ 34.04%
- (2) All Operating costs must be reasonable and prorated by the percentage of uses in serving CalWORKs participants if costs includes other programs cost.

Line Item: Other

	Monthly	Total Cost
Check Processing * (Paid WEX)	\$2,046.67	\$24,560.00
Bank Charges at \$250 per month **	\$250.00	\$3,000.00
Totals:	\$6,890.00	<u>\$27,560.00</u>

* Based upon 614 participants receiving 10 checks at \$4.00 a check.

** Based upon a program period of 4 months

PERSONNEL SCHEDULE

CONTRACTOR: City of Hawthorne
CONTRACT PERIOD: 7/1/08 - 6/30/09

CONTACT PERSON: Sidney Smoot
TELEPHONE NUMBER: 310.970.7700

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST	TERM OF BUDGET		TOTAL COST
Robert Mejia	Emp. Serv. Mgr	1	10,188.75	1	101.89	1,222.65	12 mo		1,222.65
Charles Douglas	Emp Dev Auditor	1	2,822.50	1	28.23	338.70	12 mo		338.70
Tudorita Giulea	Auditor	1	9,546.33	7	668.24	8,018.92	12 mo		8,018.92
Rosemarie Sweeney	Senior EDS	1	3,915.75	5	195.79	2,349.45	12 mo		2,349.45
Tamika Hambrick	Data Control Clerk	1	5,970.92	5	298.55	3,582.55	12 mo		3,582.55
Sub Total Salaries:					\$ 1,292.69	15,512.27			\$ 15,512.27
EMPLOYEE BENEFITS BY CLASSIFICATION			Robert Mejia	Charles Douglas	Tudorita Giulia	RosemarieSweeney	Tamika Hambrick	(4)	TOTAL
Health Plan (2)							-		-
Dental Plan							-		-
Retirement			403.00	-	2,643.16	-	1,180.86		4,227.02
SUI									
Social Security									
Worker's Compensation			14.18	3.93	93.02	27.25	41.56		179.94
Long Term Disability									
Holidays									-
Sick Leave			28.22		96.38		-		
Vacation			72.65		476.59		212.89		762.13
Other (Medicare/Unemployment)			22.99	5.93	150.76	41.12	67.35		288.15
Life Insurance									-
Fringe Benefits per Classification							-		-
Fringe Benefit Subtotal			541.04	9.86	3,459.91	68.37	1,502.66		5,457.24
Total # of Positions by Classification			1.00	1.00	1.00	1.00	1.00		
Sub Total Fringe Benefits (3):			541.04	9.86	3,459.91	68.37	1,502.66		5,581.84

Footnotes:

(1) Contractors must be in compliance with the County's Living Wage Ordinance.

(2) Indicate if Cafeteria Plan

(3) Fringe Benefits Subtotal per Classification x number of position

PERSONNEL SCHEDULE

CONTRACTOR: City of Hawthorne
CONTRACT PERIOD: 7/1/08 - 6/30/09

CONTACT PERSON: Sidney Smoot
TELEPHONE NUMBER: 310.970.7700

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST	TERM OF BUDGET		TOTAL COST
Kevin Fleming	Sr. Account Clerk	1	4,714.50	4	188.58	2,262.96	12 mo		2,262.96
Leticia Rhodes	Admin Assistant	1	6,476.50	4	259.06	3,108.72	12 mo		3,108.72
David Greene	EDS	1	6,458.58	5	322.93	3,875.15	12 mo		3,875.15
Oscar Robles	EDA	1	5,295.25	4	211.81	2,541.72	12 mo		2,541.72
Francisco Carillo	Sr. Account Clerk	1	4,304.75	4	172.19	2,066.28	12 mo		2,066.28
Sub Total Salaries:					\$ 1,154.57	\$ 13,854.83			\$ 13,854.83

EMPLOYEE BENEFITS BY CLASSIFICATION	Kevin Fleming	Leticia Rhodes	David Greene	Oscar Robles	Francisco Carillo	(4)	TOTAL
Health Plan (2)	-	-			-		-
Dental Plan	-				-		-
Retirement	745.91	1,024.68	1,277.31	837.79	681.08		4,566.77
SUI							
Social Security							
Worker's Compensation	26.25	36.06	44.95	29.48	23.97		160.71
Long Term Disability							
Holidays							-
Sick Leave	52.22	-	-	-	-		52.22
Vacation	132.70	242.90	150.75	148.84	118.72		793.91
Other (Medicare/Unemployment)	42.54	58.44	72.85	47.78	38.85		260.46
Life Insurance					-		-
Fringe Benefits per Classification	-				-		-
Fringe Benefit Subtotal	999.62	1,362.08	1,545.86	1,063.89	862.62		5,834.07
Total # of Positions by Classification	1	1	1	1	1		
Sub Total Fringe Benefits (3):	\$999.62	\$1,362.08	\$1,545.86	\$1,063.89	\$862.62		\$5,834.07

Footnotes:

(1) Contractors must be in compliance with the County's Living Wage Ordinance.

(2) Indicate if Cafeteria Plan

(3) Fringe Benefits Subtotal per Classification x number of position

PERSONNEL SCHEDULE

CONTRACTOR: City of Hawthorne
 CONTRACT PERIOD: 7/1/08 - 6/30/09

CONTACT PERSON: Sidney Smoot
 TELEPHONE NUMBER: 310.970.7700

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST	TERM OF BUDGET	TOTAL COST
Terri Jackson	EDA	1	5,318.00	100	5,318.00	63,816.00	12 mo	63,816.00
New Hire	Account Clerk	1	3,956.33	100	3,956.33	47,475.96	12 mo	47,475.96
Sub Total Salaries:					9,274.33	111,291.96		111,291.96
Total Salaries: \$140,659.06								

EMPLOYEE BENEFITS BY CLASSIFICATION	Terri Jackson	Account Clerk				(4)	TOTAL
Health Plan (2)	-	-	-	-	-		
Dental Plan	-	-	-	-	-		
Retirement	21,034.71	15,648.80					36,683.51
SUI							
Social Security							
Worker's Compensation	740.27	550.72			-		1,290.99
Long Term Disability							
Holidays							
Sick Leave	-	-					0.00
Vacation	3,666.55	2,727.73					6,394.28
Other (Medicare/Unemployment)	1,199.74	892.55			-		2,092.29
Life Insurance	-	-	-	-	-		-
Fringe Benefits per Classification	-	-	-	-	-		
Fringe Benefit Subtotal	26,641.27	19,819.80	-	-	-		\$46,461.07
Total # of Positions by Classification	1	1			-		
SubTotal Fringe Benefits (3):	\$26,641.27	\$19,819.80					\$46,461.07
Total Benefits: \$57,876.98							

Footnotes:

- (1) Contractors must be in compliance with the County's Living Wage Ordinance.
 (2) Indicate if Cafeteria Plan
 (3) Fringe Benefits Subtotal per Classification x number of position

Los Angeles Community College Workstudy (614 pts)

PROJECT NAME: City of Hawthorne - GAIN

CONTRACTOR: City of Hawthorne/SBWIB

CONTRACT PERIOD: 7/1/08 - 6/30/09

CONTACT PERSON:

TELEPHONE NUMBER:

Sidney D. Smoot

310.970.7796

LIST TYPES OF SERVICE:	ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
Semester 1			
1 Workstudy Wages (25% of \$9 per hour @ 20 hrs/wk for 20 weeks)	307	\$ 900.00	\$ 276,300.00
2 Employer Payroll Taxes:			
FICA (1)	307	\$ 275.40	\$ 84,547.80
Worker's Compensation (2)	307	\$ 39.73	\$ 12,197.11
Semester 2			
1 Workstudy Wages (25% of \$9 per hour @ 20 hrs/wk for 20 weeks)	307	\$ 900.00	\$ 276,300.00
2 Employer Payroll Taxes:			
FICA (1)	307	\$ 275.40	\$ 84,547.80
Worker's Compensation (2)	307	\$ 39.73	\$ 12,197.11
3 Total Participants Served:	614		
Direct Services Total:			\$ 746,089.82

(1) Assuming FICA & Medicare @ 7.65% of the total participant wage of \$3600

(2) Assuming WC at 1.10367% with 100% of the participants being placed into clerical positions.

CONTRACT BUDGET

Community College Workstudy

PROJECT NAME:	<u>City of Hawthorne - GAIN</u>		
CONTRACTOR:	<u>City of Hawthorne/SBWIB</u>	CONTACT PERSON:	<u>Sidney D. Smoot</u>
CONTRACT PERIOD:	<u>7/1/09 - 6/30/10</u>	TELEPHONE NUMBER:	<u>310.970.7796</u>

ADMINISTRATIVE COSTS:

DIRECT COSTS

Salaries & Benefits (See Personnel Schedule)	Total Cost
<u>Case Management/Administrative Staff:</u>	
Salaries	\$ 140,583.92
Fringe Benefits (1)	\$ 58,353.46
Personnel Subtotal	\$ 198,937.38

OPERATING COSTS (2)	Monthly Cost	Total Cost
Supplies	83.33	\$ 1,000.00
Mileage (rate per mile x estimated mileage)	150.88	\$ 1,810.61
Postage	-	\$ -
Equipment (other than EDP)	-	
Printing	-	
Provider Training	-	
Rent	-	
Utilities	-	
Telephones	-	
Other (must be itemized)	2,296.67	\$ 27,560.00
	-	
Operating Costs - Subtotal	2,530.88	\$ 30,370.61

INDIRECT COSTS (List all appropriate)

(17.5% of Personnel Salaries. See Personnel Schedule)

Indirect Cost - Subtotal	2,050.18	\$ 24,602.19
Total Administrative Cost		\$ 253,910.18

DIRECT SERVICES COSTS:

DIRECT SERVICES	\$ 746,089.82
Grand Total Contract Cost	\$ 1,000,000.00

Footnotes:

- (1) Calculated @ 34.04%
- (2) All Operating costs must be reasonable and prorated by the percentage of uses in serving CalWORKs participants if costs includes other programs cost.

Line Item: Other

	Monthly	Total Cost
Check Processing * (Paid WEX)	\$2,046.67	\$24,560.00
Bank Charges at \$250 per month **	\$250.00	\$3,000.00
Totals:	\$6,890.00	<u>\$27,560.00</u>

* Based upon 614 participants receiving 10 checks at \$4.00 a check.

** Based upon a program period of 4 months

PERSONNEL SCHEDULE

CONTRACTOR: City of Hawthorne
CONTRACT PERIOD: 7/1/09 - 6/30/10

CONTACT PERSON: Sidney Smoot
TELEPHONE NUMBER: 310.970.7700

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST	TERM OF BUDGET		TOTAL COST
Robert Mejia	Emp. Serv. Mgr	1	10,800.08	1	108.00	1,296.01	12 mo		1,296.01
Charles Douglas	Emp Dev Auditor	1	2,991.83	1	29.92	359.02	12 mo		359.02
Tudorita Giulea	Auditor	1	10,119.17	6	607.15	7,285.80	12 mo		7,285.80
Rosemarie Sweeney	Senior EDS	1	4,150.75	2	83.02	996.18	12 mo		996.18
Tamika Hambrick	Data Control Clerk	1	6,329.25	3	189.88	2,278.53	12 mo		2,278.53
Sub Total Salaries:					\$ 1,017.96	12,215.54			\$ 12,215.54
EMPLOYEE BENEFITS BY CLASSIFICATION			Robert Mejia	Charles Douglas	Tudorita Giulia	RosemarieSweeney	Tamika Hambrick	(4)	TOTAL
Health Plan (2)							-		-
Dental Plan							-		-
Retirement			427.18	-	2,401.51	-	751.04		3,579.73
SUI									
Social Security									
Worker's Compensation			15.03	4.16	84.52	11.56	26.43		141.70
Long Term Disability									
Holidays									-
Sick Leave			29.91		87.57		-		
Vacation			77.01		433.02		135.40		645.43
Other (Medicare/Unemployment)			24.36	6.28	136.97	17.43	42.84		227.88
Life Insurance									-
Fringe Benefits per Classification							-		-
Fringe Benefit Subtotal			573.49	10.44	3,143.59	28.99	955.71		4,594.74
Total # of Positions by Classification			1.00	1.00	1.00	1.00	1.00		
Sub Total Fringe Benefits (3):			573.49	10.44	3,143.59	28.99	955.71		4,712.22

Footnotes:

(1) Contractors must be in compliance with the County's Living Wage Ordinance.

(2) Indicate if Cafeteria Plan

(3) Fringe Benefits Subtotal per Classification x number of position

PERSONNEL SCHEDULE

CONTRACTOR: City of Hawthorne
CONTRACT PERIOD: 7/1/09 - 6/30/10

CONTACT PERSON: Sidney Smoot
TELEPHONE NUMBER: 310.970.7700

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST	TERM OF BUDGET		TOTAL COST
Kevin Fleming	Sr. Account Clerk	1	4,997.42	3	149.92	1,799.07	12 mo		1,799.07
Leticia Rhodes	Admin Assistant	1	6,865.08	3	205.95	2,471.43	12 mo		2,471.43
David Greene	EDS	1	6,846.08	3	205.38	2,464.59	12 mo		2,464.59
Oscar Robles	EDA	1	5,612.92	3	168.39	2,020.65	12 mo		2,020.65
Francisco Carillo	Sr. Account Clerk	1	4,563.00	3	136.89	1,642.68	12 mo		1,642.68
Sub Total Salaries:					\$ 866.54	\$ 10,398.42			\$ 10,398.42
EMPLOYEE BENEFITS BY CLASSIFICATION			Kevin Fleming	Leticia Rhodes	David Greene	Oscar Robles	Francisco Carillo	(4)	TOTAL
Health Plan (2)			-	-			-		-
Dental Plan			-				-		-
Retirement			593.00	814.62	812.37	666.04	541.45		3,427.48
SUI									
Social Security									
Worker's Compensation			20.87	28.67	28.59	23.44	19.06		120.63
Long Term Disability									
Holidays									-
Sick Leave			41.52	-	-	-	-		41.52
Vacation			105.50	193.11	95.88	118.33	94.38		607.20
Other (Medicare/Unemployment)			33.82	46.46	46.33	37.99	30.88		195.48
Life Insurance							-		-
Fringe Benefits per Classification			-				-		-
Fringe Benefit Subtotal			794.71	1,082.86	983.17	845.80	685.77		4,392.31
Total # of Positions by Classification			1	1	1	1	1		
Sub Total Fringe Benefits (3):			\$794.71	\$1,082.86	\$983.17	\$845.80	\$685.77		\$4,392.31

Footnotes:

(1) Contractors must be in compliance with the County's Living Wage Ordinance.

(2) Indicate if Cafeteria Plan

(3) Fringe Benefits Subtotal per Classification x number of position

PERSONNEL SCHEDULE

CONTRACTOR: City of Hawthorne
 CONTRACT PERIOD: 7/1/09 - 6/30/10

CONTACT PERSON: Sidney Smoot
 TELEPHONE NUMBER: 310.970.7700

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST	TERM OF BUDGET		TOTAL COST
Terri Jackson	EDA	1	5,637.08	100	5,637.08	67,644.96	12 mo		67,644.96
New Hire	Account Clerk	1	4,193.75	100	4,193.75	50,325.00	12 mo		50,325.00
			Sub Total Salaries:		9,830.83	117,969.96			117,969.96
Total Salaries: \$140,997.65									
EMPLOYEE BENEFITS BY CLASSIFICATION			Terri Jackson	Account Clerk				(4)	TOTAL
			-	-	-	-	-		
Health Plan (2)			-	-	-	-	-		
Dental Plan						-	-		
Retirement			22,296.81	16,587.87			-		38,884.68
SUI									
Social Security									
Worker's Compensation			784.68	583.77			-		1,368.45
Long Term Disability									
Holidays									
Sick Leave			-	-					0.00
Vacation			3,886.54	2,891.42					6,777.96
Other (Medicare/Unemployment)			1,271.73	946.11			-		2,217.84
Life Insurance			-	-	-	-	-		-
Fringe Benefits per Classification			-	-	-	-	-		
Fringe Benefit Subtotal			28,239.76	21,009.17	-	-	-		\$49,248.93
Total # of Positions by Classification			1	1			-		
SubTotal Fringe Benefits (3):			\$28,239.76	\$21,009.17					\$49,248.93
Total Benefits: \$58,145.57									

Footnotes:

(1) Contractors must be in compliance with the County's Living Wage Ordinance.

(2) Indicate if Cafeteria Plan

(3) Fringe Benefits Subtotal per Classification x number of position

Los Angeles Community College Workstudy (614 pts)

PROJECT NAME: City of Hawthorne - GAIN

CONTRACTOR: City of Hawthorne/SBWIB
CONTRACT PERIOD: 7/1/09 - 6/30/10

CONTACT PERSON: Sidney D. Smoot
TELEPHONE NUMBER: 310.970.7796

LIST TYPES OF SERVICE:		ESTIMATED CASELOAD		COST PER CASE		TOTAL COST
Semester 1						
1 Workstudy Wages (25% of \$9 per hour @ 20 hrs/wk for 20 weeks)		<u>307</u>		<u>\$ 900.00</u>		<u>\$ 276,300.00</u>
2 Employer Payroll Taxes:						
FICA (1)		<u>307</u>		<u>\$ 275.40</u>		<u>\$ 84,547.80</u>
Worker's Compensation (2)		<u>307</u>		<u>\$ 39.73</u>		<u>\$ 12,197.11</u>
Semester 2						
1 Workstudy Wages (25% of \$9 per hour @ 20 hrs/wk for 20 weeks)		<u>307</u>		<u>\$ 900.00</u>		<u>\$ 276,300.00</u>
2 Employer Payroll Taxes:						
FICA (1)		<u>307</u>		<u>\$ 275.40</u>		<u>\$ 84,547.80</u>
Worker's Compensation (2)		<u>307</u>		<u>\$ 39.73</u>		<u>\$ 12,197.11</u>
3 Total Participants Served:		<u>614</u>				
Direct Services Total:						<u>\$ 746,089.82</u>

(1) Assuming FICA & Medicare @ 7.65% of the total participant wage of \$3600

(2) Assuming WC at 1.10367% with 100% of the participants being placed into clerical positions.

ATTACHMENT C

**TRANSITIONAL SUBSIDIZED
EMPLOYMENT PROGRAM
CONTRACTOR'S MONTHLY INVOICE**

**TRANSITIONAL SUBSIDIZED EMPLOYMENT PROGRAM
CONTRACTOR MONTHLY INVOICE**

FROM: _____ TO: _____

BUDGET CATEGORY**ESTIMATED -ADMINISTRATIVE COSTS**

I. <u>DIRECT COSTS</u>	<u>BUDGET</u>	<u>ACTUAL</u>
Case Management/Administrative Staff		
Salaries (attach Personnel Schedule)	\$ _____	\$ _____
Fringe Benefits	\$ _____	\$ _____
Personnel Subtotal	\$ _____	\$ _____
II. <u>OPERATING COSTS</u>		
EDP Equipment	\$ _____	\$ _____
Supplies	\$ _____	\$ _____
Mileage	\$ _____	\$ _____
Equipment (other than EDP)	\$ _____	\$ _____
Printing	\$ _____	\$ _____
Provider Training	\$ _____	\$ _____
Rent	\$ _____	\$ _____
Utilities	\$ _____	\$ _____
Telephones	\$ _____	\$ _____
Other (must be itemized - attach separate sheet)	\$ _____	\$ _____
<u>Operating Costs - Subtotal</u>	\$ _____	\$ _____
III. <u>INDIRECT COSTS</u> (17.5% of Personnel Salaries)		
<u>Indirect Costs - Subtotal</u>	\$ _____	\$ _____
TOTAL GAIN VOCATIONAL SERVICES	\$ _____	\$ _____

ATTACHMENT D

**CONTRACTOR'S QUARTERLY
RECONCILIATION INVOICE**

INVOICE NO. _____

ATTACHMENT D

INVOICE DATE _____

QUARTERLY RECONCILIATION INVOICE

BILLING FOR THE MONTHS OF _____

Vendor No. _____

Contract No. _____

**Vendor Social Security
or Taxpayer I.D. No.** _____

Vendor Name/Address/Telephone No.

***1. Actual costs during this billing period:** \$ _____

2. Amount Underpaid or Overpaid:

<u>Month / Year</u>	<u>Already Paid</u>	<u>*Actual Costs</u>
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

**** Total Already Paid \$** _____ **Less Actuals \$** _____ **Equals \$** _____

(Circle One)

Overall (Overpaid) / Underpaid

Contractor's Authorizing Signature

Date Signed

County Contract Administrator's Approval

Date Signed

***NOTE: Actual costs during billing period. Include an attachment with actual expenditures broken into the categories found in Attachment B, Contract Budget.**

****NOTE: Overpayment will be deducted as soon as possible from future payments.**

FOR DPSS FINANCE DIVISION / AUDITOR - CONTROLLER USE ONLY

Funds / Org.	Acc t.	Tas k	Optio n	Charge	Amount	P/F	Comment

ATTACHMENT E
COUNTY ADMINISTRATION

COUNTY'S ADMINISTRATION

AGREEMENT NUMBER: _____

COUNTY CONTRACT MANAGEMENT DIVISION CHIEF

Name: Eileen Kelly
Address: 12900 Crossroads Parkway So.,
East Annex, 2nd floor
City of Industry, CA 91746
Telephone: 562-908-3001
Facsimile: 562-908-0590
E-Mail Address: EileenKelly@dpss.lacounty.gov

COUNTY CONTRACT MANAGEMENT DIRECTOR

Name: Alfred Becerra
Address: 12900 Crossroads Parkway So.,
East Annex, 2nd floor
City of Industry, CA 91746
Telephone: 562-908-3007
Facsimile: 562-908-0590
E-Mail Address: AlfredBecerra@dpss.lacounty.gov

COUNTY CONTRACT PROGRAM MONITOR

Name: Andrea Wedderburn
Address: 12900 Crossroads Parkway So.,
East Annex, 2nd floor
City of Industry, CA 91746
Telephone: 562-908-3547
Facsimile: 562-908-0590
E-Mail Address: AndreaWedderburn@dpss.lacounty.gov

E-Mail Address: AndreaWedderburn@dpss.lacounty.gov

SUPERVISING CONTRACT ADMINISTRATOR

Name: Liliam Perez
Address: 12900 Crossroads Parkway So.,
East Annex, 2nd floor
City of Industry, CA 91746
Telephone: 562-908-3010
Facsimile: 562-908-0590
E-Mail Address: LiliamPerez@dpss.lacounty.gov

COUNTY CONTRACT ADMINISTRATOR

Name: Kenyatta Ortega
Address: 12900 Crossroads Parkway So.,
East Annex, 2nd floor
City of Industry, CA 91746
Telephone: 562-908-3546
Facsimile: 562-908-0590
E-Mail Address: KenyattaOrtega@dpss.lacounty.gov

ATTACHMENT F
CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

CONTRACT NUMBER: _____

EXECUTIVE DIRECTOR

Name: Jan Vogel
Address: 11539 Hawthorne Blvd., Suite 500
Hawthorne, CA 90250
Telephone: 310-970-7700
Cell: 310-600-0314
Facsimile: 310-970-7711
E-Mail Address: jvogel@sbwib.org

CONTRACT MANAGER

Name: Sidney Smoot
Address: 11539 Hawthorne Blvd., Suite 500
Hawthorne, CA 90250
Telephone: 310-970-7744
Cell: 310 480-2746
Facsimile: 562-908-0590
E-Mail Address: ssmoot@sbwib.org

ALTERNATE CONTRACT MANAGER

Name: David Nelms
Address: 11539 Hawthorne Blvd., Suite 500
Hawthorne, CA 90250
Telephone: 310-970-7741
Facsimile: 310-970-7711
E-Mail Address: dnelms@sbwib.org

ATTACHMENT G

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT**

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME _____

Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agree that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of

Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

ATTACHMENT H
CONTRACTOR EMPLOYEE JURY SERVICE

Title 2 ADMINISTRATIONS

Chapter 2.203.010 through 2.203.090

CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION

Chapter 2.203.010 through 2.203.090

CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deducts from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

Title 2 ADMINISTRATIONS

Chapter 2.203.010 through 2.203.090

CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining

ATTACHMENT I

INVITATION FOR BID/REQUEST FOR PROPOSALS/GROUNDS FOR REJECTION

**INVITATION FOR BID/REQUEST FOR PROPOSALS/
GROUNDS FOR REJECTION**

Los Angeles County Code Chapter 2.180.010, "Certain Contracts Prohibited" sets forth, among other things, the following:

Notwithstanding any other section of this Code, the COUNTY shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (1) Employees of the COUNTY or of public agencies for which the Board of Supervisors is the governing body;
- (2) Profit making firms or businesses in which employees described in Subsection (a) serve as officers, principals, partners or major shareholders;
- (3) Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (a), and who (1) were employed in positions of substantial responsibility in the area of services to be performed by the CONTRACTOR, or (2) participated in any way in developing the Contract or its service specification; and
- (4) Profit making firms or businesses in which the former employees described in Subsection (c) serve as officers, principals, partners or major shareholders.

CONTRACTOR hereby certifies that personnel who developed and/or participated in the preparation of the Agreement do not fall within scope of Code Section 2.180.010 as outlined above.

Typed Name and Title of Signer

Signature

Date

ATTACHMENT J
CONTRACTOR'S EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

**DPSS SHOULD USE THE FORM THAT IS ENTITLED "CONTRACTORS EQUAL
EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION – SEE ISD MODEL**

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|--|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting
discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis
or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if
its employment practices are discriminatory
against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment
practices, the Contractor has a system for taking
reasonable corrective action, to include
establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

ATTACHMENT K
CONTRACTOR'S NONDISCRIMINATION IN SERVICES CERTIFICATION

BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICES CERTIFICATION

Bidder's/Offeror's Name _____

Address _____

Internal Revenue Service Employer Identification Number _____

GENERAL

In accordance with Subchapter VI and VII of the *Civil Rights Act of 1964*, Section 504 of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, and the *Americans with Disabilities Act of 1990*, the CONTRACTOR, supplier, or vendor certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

BIDDER'S/OFFEROR'S CERTIFICATION**(circle one)**

- | | | |
|--|-----|----|
| 1. The bidder/offeror has a written policy statement prohibiting discrimination in providing services and benefits. | Yes | No |
| 2. The bidder/offeror periodically monitors the equal provision of services to ensure nondiscrimination. | Yes | No |
| 3. Where problem areas are identified in equal provisions of services and benefits, the bidder/offeror has a system for taking reasonable corrective action within a specified length of time. | Yes | No |

Name and Title of Signer_____
Signature Date

ATTACHMENT L
CIVIL RIGHTS RESOLUTION AGREEMENT REQUIREMENTS

**CIVIL RIGHTS RESOLUTION AGREEMENT REQUIREMENTS
FOR CONTRACTORS/VENDORS**

On October 23, 2003, Los Angeles County, Department of Public Social Services (DPSS) entered into an Agreement of Resolution with the Office for Civil Rights, Department of Health and Human Services Region IX placing new requirements on DPSS and DPSS' contractors. As part of those requirements, DPSS will expand its role in training contractor staff that works with DPSS CalWORKs participants, on Civil Rights requirements.

Contractors shall comply with the terms of the Resolution Agreement as directed by DPSS, which includes but is not limited to the following:

- Ensuring public contact staff attend the mandatory DPSS provided Civil Rights Training
- Ensuring notices sent to participants are in their respective primary language
- Providing interpreters so that DPSS can ensure meaningful access to services for all participants
- Maintaining records and record retention of all Civil Rights related correspondence to participants

DOES DPSS WANT TO ATTACH A RESOLUTION AGREEMENT? (no)

ATTACHMENT M

INTERNAL REVENUE SERVICE
EARNED INCOME CREDIT NOTICE 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2006)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2006 are less than \$38,348 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2007.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2006 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2006 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2006 and owes no tax but is eligible for a credit of \$824, he or she must file a 2006 tax return to get the \$824 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2007 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

ATTACHMENT N
SAFELY SURRENDERED BABY LAW

No shame.

No blame.

No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

ATTACHMENT O
CHARITABLE CONTRIBUTIONS CERTIFICATION

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" Number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
<p>Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.</p>	()	()

OR

<p>Proposer or Contractor is registered with the California Registry of Charitable Trusts under CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, Sections 300-301 and Government Code Sections 12585-12586.</p>	()	()
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Signature

Date

Name and Title (please type or print)

ATTACHMENT P
ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS

**ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, Contractor shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Contractor shall attest to a willingness to provide employed GAIN/GROW participants access to the Contractor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Contractor unable to meet this requirement shall not be considered for contract award.

Contractor shall complete all of the following information, sign where indicated below, and return this form with their proposal.

- A. Contractor has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) _____ NO

- B. Contractor is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

- C. Contractor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO _____ N/A (Program not available)

Contractor Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel.#: _____ Fax #: _____

ATTACHMENT Q
CERTIFICATION OF NO CONFLICT OF INTEREST

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Contractor Name

Contractor Official Title

Official's Signature

ATTACHMENT R
CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____
Contract No. _____

Non-Employee
Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____
DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____